



**SPECIAL CITY COUNCIL
CLOSED SESSION AGENDA
TUESDAY, JULY 13, 2021
CITY COUNCIL CHAMBERS
794 THIRD STREET**

The City of Corning welcomes you to our meetings, which are regularly scheduled for the second and fourth Tuesdays of each month. Your participation and interest is encouraged and appreciated.

In compliance with the Americans with Disabilities Act, the City of Corning will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the City Clerk's office (530/824-7033) to make such a request. Notification at least 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the Secretary of Agriculture, Washington, D.C. 20250.

A. CALL TO ORDER: 5:30 p.m.

B. ROLL CALL:

Council:

**Dave Demo
Karen Burnett
Shelly Hargens
Jose "Chuy" Valerio
Robert Snow**

Mayor:

The **Brown Act** requires that the Council provide the opportunity for persons in the audience to briefly address the Council on the subject(s) scheduled for tonight's closed session. Is there anyone wanting to comment on the subject(s) the Council will be discussing in closed session? If so, please come to the podium, identify yourself and give us your comments.

C. PUBLIC COMMENTS:

D. REGULAR AGENDA:

1. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Government Code § 54956.9.

One Case:

**a. Name of Case: City of Corning v. Trent Construction, et al. Case No.:
CV24394**

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to Government Code § 54956.8

Property: APN: 071-177-013-000

Agency Negotiator: Kristina Miller, City Manager

Negotiating Parties: Corning Christian Assistance

Under Negotiation: Terms of Lease

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to Government Code § 54956.8

Property: APN: 071-137-001-000

Agency Negotiator: Kristina Miller, City Manager

Negotiating Parties: McBrayer's Hometown Restaurant

Under Negotiation: Terms of Lease

E. ADJOURN TO REGULARLY SCHEDULED CITY COUNCIL MEETING AND REPORT ON CLOSED SESSION:



**CITY OF CORNING
CITY COUNCIL MEETING AGENDA
TUESDAY, JULY 13, 2021
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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A. CALL TO ORDER: 6:30 p.m.

B. ROLL CALL:

Council: Dave Demo
Karen Burnett
Shelly Hargens
Jose "Chuy" Valerio
Mayor: Robert Snow

C. PLEDGE OF ALLEGIANCE: Led by the City Manager.

D. INVOCATION: Led by Councilor Burnett.

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

1. **COVID-19 Update by City Manager.**

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR: If there is anyone in the audience wishing to speak on items not already set on the Agenda, please come to the podium, and briefly identify the matter you wish to have placed on the Agenda. The Commission will then determine if such matter will be placed on the Agenda for this meeting, scheduled for a subsequent meeting, or recommend other appropriate action. If the matter is placed on tonight's Agenda, you will have the opportunity later in the meeting to return to the podium to discuss the issue. The law prohibits the Commission from taking formal action on the issue, however unless it is placed on the Agenda for a later meeting so that interested members of the public will have a chance to appear and speak on the subject.

G. CONSENT AGENDA: It is recommended that items listed on the Consent Agenda be acted on simultaneously unless a Councilmember or members of the audience request separate discussion and/or action.

2. **Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**

3. **Waive the reading and approve the Minutes of the June 22, 2021 Closed Session and Regular City Council Meeting with any necessary corrections:**

4. **July 7, 2021 Claim Warrant in the amount of \$535,068.46.**

5. **July 7, 2021 Business License Report; no new Business Licenses to report.**

6. **June 2021 Wages & Salaries: \$381,837.33.**

7. **June 2021 Treasurer's Report.**

8. **June 2021 Building Permit Valuation Report in the amount of \$459,244.**

9. **June 2021 City of Corning Wastewater Operations Summary Report.**

10. **Accept resignation of Recreation Commissioner Justin Eckenrod effective immediately.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

I. PUBLIC HEARINGS AND MEETINGS:

J. REGULAR AGENDA:

11. Approve Professional Service Agreement with Revenue & Cost Specialists, LLC (RCS) for producing a "Comprehensive User and Development Impact Fees Study" for the City of Corning at a cost not to exceed \$50,820.
12. Approve Notice of Completion and payment to VSS International, Inc. for the total project amount of \$442,781.67 for the 21-041 CA Corning 2021 Multi-Street Project.
13. Adopt Resolution 07-13-2021-01 and authorize Staff to apply for the Rural Recreation and Tourism (RRT) Grant and approve a free swim day at the City Pool for outreach.
14. Report to City Council on three ADA Playground Equipment Options with associated price quotes.
15. Updates to Temporary Emergency Water Usage Policy to allow water usage for critical emergency infrastructure.

K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR:

L. COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION:

- M. REPORTS FROM MAYOR AND COUNCIL MEMBERS:** City Councilmembers will report on attendance at conferences/meetings reimbursed at City expense (Requirement of Assembly Bill 1234).

Demo:

Burnett:

Hargens:

Valerio:

Snow:

N. ADJOURNMENT:

POSTED: FRIDAY, JULY 9 2021



**SPECIAL CITY COUNCIL
CLOSED SESSION MINUTES
TUESDAY, JUNE 22, 2021
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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A. CALL TO ORDER: 5:30 p.m.

B. ROLL CALL:

Council:

**Dave Demo
Karen Burnett
Shelly Hargens
Jose "Chuy" Valerio
Robert Snow**

Mayor:

All members of the City Council were present.

C. PUBLIC COMMENTS:

D. REGULAR AGENDA:

1. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Government Code § 54956.9.

One Case:

1) Name of Case: City of Corning v. Trent Construction, et al. Case No.: CV24394

2. Conference with Real Property Negotiations pursuant to Government Code § 54956.8

Property: APN: 860-000-215

Agency Negotiator: Kristina Miller, City Manager

Negotiating Parties: Joi Gonzalez

Under Negotiation: Terms of Lease

E. ADJOURN TO REGULARLY SCHEDULED CITY COUNCIL MEETING AND REPORT ON CLOSED SESSION:

Mayor Snow reported that Council met in Closed Session with the City Manager and City Attorney on the two listed items and provided direction.



**CITY OF CORNING
CITY COUNCIL AGENDA
TUESDAY, JUNE 22, 2021
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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A. CALL TO ORDER: 6:30 p.m.

B. ROLL CALL:

Council:

**Dave Demo
Karen Burnett
Shelly Hargens
Jose "Chuy" Valerio
Robert Snow**

Mayor:

All members of the City Council were present.

C. PLEDGE OF ALLEGIANCE: Led by the City Manager

D. INVOCATION: Led by Councilor Burnett.

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

1. Presentation: COVID-19 Update by City Manager.

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

Diana Ramirez, Waste Management Representative: Announced there will be no delay of service in respects to the July 4th Holiday. As a reminder, she stated that customers are allowed 4 yearly curbside bulky item pick up service, dates, and provided the contact number to schedule. Confirmed that televisions are okay to include in the bulky item pickup.

She also stated the onsite location for Empower Tehama is open on Thursdays in Corning, or individuals can call for services at 530/528-0226 or 800/324-6473.

G. CONSENT AGENDA:

2. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.

3. Waive the reading and approve the Minutes of June 8, 2021 City Council Meeting with any necessary corrections.

4. June 16, 2021 Claim Warrant in the amount of \$215,236.49.

5. June 16, 2021 Business License Report.

Councilor Valerio, Councilor Demo seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

I. PUBLIC HEARINGS AND MEETINGS:

J. REGULAR AGENDA:

6. Approve Payment in the amount of \$40,740 to West Coast Arborists, Inc., and Authorize Retention Release 35-days from date of project completion for the City Street Tree Pruning, Southwest Quadrant.

Presented by Public Works/Engineering Consultant Robin Kampmann. Councilor Demo moved to approve and issue payment in the amount of \$40,740 from budget line-item 111-8002-3000, Tree Pruning/Streets to West Coast Arborists, Inc. Councilor Hargens seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

7. Approve Emergency Water Services Agreement with Paskenta Community Services.

Presented by Public Works/Engineering Consultant Robin Kampmann. Following discussion, Councilor Burnett moved to approve the Emergency Water Services Agreement with Paskenta Community Services District and authorize the City Manager to sign the Agreement on behalf of the City. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

8. Approve Agreement for City Attorney Legal Services.

Presented by City Manager Kristina Miller. Councilor Burnett moved to approve the proposed Agreement with the Law Firm of Moore & Bogener as Corning's City Attorney for a period of time beginning July 1, 2021 through July 1, 2024 and authorize the City Manager to sign the Agreement on behalf of the City. Councilor Demo seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

9. Approve 3-year Agreement with TimeClock Plus for personnel timekeeping software, hardware, annual clock maintenance and support in the amount of \$14,291.82.

Presented by City Manager Kristina Miller. Councilor Demo moved to approve the 3-year Agreement with TimeClock Plus and authorize the expenditure of \$14,291.82 for the associated

software license, hardware, maintenance & support, and implementation fee and authorize the City Manager to sign the Agreement on behalf of the City. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

10. Adopt Resolution 06-22-2021-03 Adopting the Fiscal Year 2021/2022 Street Project List that will utilize SB1 Funding; the Road Repair and Accountability Act of 2017.

Presented by Public Works/Engineering Consultant Robin Kampmann. Councilor Hargens moved to adopt Resolution 06-22-2021-03 adopting the Fiscal Year 2021/2022 Street Project List that will utilize SB1 Funding; the Road Repair and Accountability Act of 2017. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

11. American Rescue Plan Act appropriation of funding received; discussion and action.

Presented by City Manager Kristina Miller. Following discussion Councilor Demo moved to approve the usage of the American Rescue Plan Act Funding to expand water and sewer infrastructure to the west side of Interstate 5 and direct Staff to research methods to best expand said infrastructure and provide a report to Council. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

12. Approve the Temporary Emergency Water Usage Policy for Unincorporated Tehama County residents without water.

Presented by Public Works Consultant Robin Kampmann and City Manager Kristina Miller.

A member of the audience spoke and stated that her Well has gone dry, she asked to be able to use water.

Following discussion, Councilor Hargens moved to approve the temporary water usage policy for unincorporated Tehama County residents without water with the amended limit of water to 80% of individual residential usage; direct the City Attorney to draft a Waiver and Release Form; and authorize the City Manager to rescind the Program at any time it is in the best interest of the City or its wells. Councilor Demo seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

13. Adopt Resolution 06-22-2021-01 and approve the 2021-2022 Program of Service and Annual Budget.

Presented by City Manager Kristina Miller. Councilor Hargens moved to adopt Resolution 06-22-2021-01 setting the appropriations and expenditure limits for all City Funds to implement the 2021-2022 Program of Service and Annual Budget. Councilor Demo seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

14. Adopt Resolution 06-22-2021-02 establishing the General Fund appropriations Limit for the City of Corning for Fiscal Year 2021 – 2022 at \$15,250,585.

Councilor Burnett move to, having received the report from the City's Consulting Certified Public Accountant, adopt Resolution 07-14-2020-02 establishing an Appropriations Limit for the City of Corning General Fund for Fiscal Year 2021-2022 in the amount of \$15,250,585. Councilor Demo seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR: None.

L. COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION: None.

M. REPORTS FROM MAYOR AND COUNCIL MEMBERS: City Councilmembers will report on attendance at conferences/meetings reimbursed at City expense (Requirement of Assembly Bill 1234).

Demo: None.

Burnett: Reported on attendance at the JPA Solid Waste Landfill Meeting, a lot of new compliance.

Hargens: Tehama County Community Action Agency (CAA) food giveaway will be at Clark Park on August 21st.

Valerio: Announced the Chamber of Commerce Golf Tournament to be held on September 11th at The Links at Rolling Hills Casino, and the Farmers Markets are held Thursdays at Northside Park between the hours of 5-7:30 p.m. through August 26th.

Snow: None.

N. ADJOURNMENT!: 7:45 p.m.

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: July 8, 2021

SUBJECT: Cash Disbursement Detail Report for the
Tuesday July 13, 2021, Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 06-30-21	\$	158,975.04
B.	Payroll Disbursements	Ending 06-25-21	\$	52,330.91
C.	Cash Disbursements	Ending 06-30-21	\$	143,491.86
D.	Payroll Disbursements	Ending 07-01-21	\$	80,159.21
E.	Cash Disbursements	Ending 07-08-21	\$	100,111.44

GRAND TOTAL **\$535,068.46**

REPORT.: Jun 30 21 Wednesday
 RUN....: Jun 30 21 Time: 11:28
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 06-21 thru 06-21 Bank Account.: 1020

PAGE: 001
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
031319	06/21/21	SCH05	SCHLERETH, DAYMON	215.09	210621	BLD MAINT-FIRE
031320	06/24/21	3AC00	3A CUSTOMS	163.36	15017373	VEH REPLAC-CAP IMPROV
031321	06/24/21	AB109	AB109 AUTOSHOP	3400.00	884	VEH REPLAC-CAP IMPROV
031322	06/24/21	ATT13	AT&T	764.41	210611	COMMUNICATIONS-DISPATCH
031323	06/24/21	BAS01	BASIC LABORATORY, INC	162.40	2105991	ProfServices Water Dept
031324	06/24/21	BUR08	BURNETT, KAREN S.	150.00	210417	REC INTSRUCTOR-REC
				150.00	210501	REC INSTRUCTOR-REC
				150.00	210515	REC INSTRUCTOR-REC
			Check Total.....	450.00		
031325	06/24/21	CAM02	FERGUSON ENTERPRISES INC.	963.59	1633769	MAT & SUPPLIES-WTR
				601.25	1629498-1	MAT & SUPPLIES-WTR
			Check Total.....	1564.84		
031326	06/24/21	COM01	COMPUTER LOGISTICS, INC	3060.00	82581	EQUIP MAINT-
031327	06/24/21	COP02	COPY CENTER	163.94	17792	OFFICE SUPPLIES-FINANCE
031328	06/24/21	COR07	CORBIN WILLITS SYSTEMS, I	195.00	000C10615	MAT & SUPPLIES-WTR
031329	06/24/21	COR11	CORNING SAFE & LOCK	18.32	0863	MAT & SUPPLIES-PARKS
031330	06/24/21	CRO05	CROSS PETROLEUM	1451.07	CL09639	MAT & SUPPLIES-
				1146.45	CL09640	VEH OP/MAINT-
				14.77	1466535IN	MAT & SUPPLIES-
			Check Total.....	2612.29		
031331	06/24/21	DEP03	DEPT OF TRANS/CAL TRANS	4698.12	21010677	Equip.Maint. St&Trf Light
031332	06/24/21	ECO05	ECORP CONSULTING, INC.	558.74	93603	PROF SVCS-PLANNING
031333	06/24/21	EMP03	EMPOWER TEHAMA	1500.00	SART06152	PROF SVCS-POLICE
031334	06/24/21	EWI00	EWING	382.58	14442923	LANDSCAPE MAINT-PARKS
031335	06/24/21	HOL04	HOLIDAY MARKET #32	20.72	003204145	MAT & SUPPLIES-POLICE
031336	06/24/21	HOM03	HOME DEPOT	116.24	6830211	MAT & SUPPLIES-PARKS
				233.02	7181481	MAT & SUPPLIES-PARKS
			Check Total.....	349.26		
031337	06/24/21	HOP00	HOPKINS, MARISSA ANN	130.00	210513A	REC INSTRUCTOR-REC
031338	06/24/21	JGR00	J GREG LEWIS INVESTIGATIV	961.00	6344	PROF SVCS-POLICE
031339	06/24/21	KNI00	KNIFE RIVER CONSTRUCTION	551.14	253228	A/C CITYWIDE-STR
031340	06/24/21	LEH03	LEHR AUTO ELECTRIC	197.05	SI58892	VEH REPLAC-CAP IMPROV
				1997.04	SI59130	VEH REPLAC-CAP IMPROV
				1947.70	SI59247	VEH REPLAC-CAP IMPROV
			Check Total.....	4141.79		
031341	06/24/21	LIN01	LINCOLN AQUATICS, INC.	208.28	SN063486	MAT & SUPPLIES-STR
031342	06/24/21	LNC01	LN CURTIS & SONS	2482.56	INV649288	EQUIP REPLAC-FIRE CAP REPLAC
				2505.60	INV649289	EQUIP REPLAC-FIRE CAP REPLAC
			Check Total.....	4988.16		
031343	06/24/21	MIL11	MILL CREEK VETERINARY	70.00	133243	FERAL CAT PROGRAM-ACO
				70.00	133429	FERAL CAT PROGRAM-ACO
				70.00	133466	FERAL CAT PROGRAM-ACO
				70.00	133468	FERAL CAT PROGRAM-ACO
			Check Total.....	280.00		
031344	06/24/21	PAR08	PARK PLANET	4301.85	IN2100341	PARK IMP FUND-
031345	06/24/21	PAT02	PATTERSON ELECTRIC, INC.	24312.50	5842	CAP REPLAC-SWR IMPROV
031346	06/24/21	PGE09	PG&E	205.74	210616	ELECT-STONEFOX L&L-Z1, D2
031347	06/24/21	PGE2A	PG&E	42.96	210616	ELECT-BLUE HERON CT
031348	06/24/21	PGE2B	PG&E	479.48	8019944-1	SOLAR-WWTP
031349	06/24/21	QUI02	QUILL CORPORATION	372.20	17404537	OFFICE SUPPLIES-
				62.45	17498415	OFFICE SUPPLIES-FINANCE
			Check Total.....	434.65		
031350	06/24/21	ROB03	ROBERSON'S EMBROIDERY	32.00	3035	UNIFORMS/CLOTH-POLICE

REPORT.: Jun 30 21 Wednesday
 RUN...: Jun 30 21 Time: 11:28
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 06-21 thru 06-21 Bank Account.: 1020

PAGE: 002
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
031351	06/24/21	SCH01	LES SCHWAB TIRE CENTER	38.00	611003945	VEH OP/MAINT-POLICE
031352	06/24/21	SCP00	SCP DISTRIBUTORS LLC	3286.52 -360.00	SN063378 SN063660C	MAT & SUPPLIES-POOL MAT & SUPPLIES-POOL
			Check Total.....	2926.52		
031353	06/24/21	SWR01	SWRCB	1474.00	SW0211262	ANNUAL PERMIT-AIRPORT
031354	06/24/21	TAN00	T AND S DVBE, INC.	269.38	21-1221	MAT & SUPPLIES-
031355	06/24/21	USA01	USA BLUE BOOK	710.31 1429.84	636689 637262	MAT & SUPPLIES-WTR MAT & SUPPLIES-WTR
			Check Total.....	2140.15		
031356	06/24/21	VER02	VERIZON WIRELESS	228.06	988097741	PROP 30-MDC
031357	06/29/21	AME04	AMERICAN WATER WORKS ASSO	105.00 105.00	1932830 1932831	TRAINING/ED-WTR TRAINING/ED-WTR
			Check Total.....	210.00		
031358	06/29/21	BAS01	BASIC LABORATORY, INC	162.40	2106196	ProfServices Water Dept
031359	06/29/21	BIG02	BIG VALLEY SANITATION, IN	125.00	87232	BLD MAINT-SENIOR CENTER
031360	06/29/21	COM01	COMPUTER LOGISTICS, INC	1239.13	82625	COMPUTER REPLACEMENT-POLICE
031361	06/29/21	COP02	COPY CENTER	34.40	17823	OFFICE SUPPLIES-WTR
031362	06/29/21	EMP03	EMPOWER TEHAMA	28706.97 32035.88	04302021 05312021	EMPOWER TEHAMA-PROP 47 (2) EMPOWER TEHAMA-PROP 47 (2)
			Check Total.....	60742.85		
031363	06/29/21	EWI00	EWING	211.29	14571281	LANDSCAPE MAINT-PARKS
031364	06/29/21	GRE06	GREG'S HEATING & A/C	325.00	23433	BLD MAINT-TRANS FAC
031365	06/29/21	KUS02	KUSTOM SIGNALS, INC.,	4676.92	585240	VEH REPLAC-CAP IMPROV
031366	06/29/21	LIN01	LINCOLN AQUATICS, INC.	3442.49 -400.00	SN064130 SN064285C	MAT & SUPPLIES-POOL MAT & SUPPLIES-POOL
			Check Total.....	3042.49		
031367	06/29/21	MCC07	MCCOY'S HARDWARE & SUPPLY	32.30	190220F	BLD MAINT-FIRE
031368	06/29/21	PGE2A	PG&E	141.89	210625	ELECT-CORNING COMMUNITY PARK
031369	06/29/21	PGE2B	PG&E	7192.09	210625	ELECT-WWTP
031370	06/29/21	SCH01	LES SCHWAB TIRE CENTER	225.50	611003965	VEH OP/MAINT-FIRE
031371	06/29/21	SUN01	SUNRISE ENVIRONMENTAL	103.02	122020	MAT & SUPPLIES-FIRE
031372	06/29/21	TEH20	TEHAMA CO DISTRICT ATTY	519.87	20/21-03	COMMUNICATIONS-DISPATCH
031373	06/29/21	MBI00	MBIAH LLC	11436.91	210616	COUNSELOR-PROP 47 CYCLE 2
031374	06/30/21	\G044	ROBERT & CHRISTINA GRIJAL	20.14	000C10601	MQ CUSTOMER REFUND FOR GRI0027
031375	06/30/21	\H079	DIANE HASSAY	36.44	000C10601	MQ CUSTOMER REFUND FOR HAS0005
031376	06/30/21	\M146	FRANCISCO MARQUEZ	15.34	000C10601	MQ CUSTOMER REFUND FOR MAR0072
031377	06/30/21	\M147	TRISTA MORROW	14.45	000C10601	MQ CUSTOMER REFUND FOR MOR0171
031378	06/30/21	\N045	MELANIE NOLAN	42.88	000C10601	MQ CUSTOMER REFUND FOR NOL0003
			Cash Account Total.....	158975.04		
			Total Disbursements.....	158975.04		
			Cash Account Total.....	.00		

REPORT.: Jun 30 21 Wednesday
 RUN....: Jun 30 21 Time: 11:28
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 06-21 thru 06-21 Bank Account.: 1025

PAGE: 003
 ID #: PY-DP
 CTL: COR

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
12572	06/25/21	AFL01	AMERICAN FAMILY LIFE	998.70	C10630	AFLAC INS.PRE TAX
				126.28	1C10630	AFLAC INS.AFTER TAX
			Check Total.....:	1124.98		
12573	06/25/21	BLU02	BLUE SHIELD OF CALIFORNIA	18609.42	C10630	MEDICAL INSURANCE
12574	06/25/21	OEU01	OPERATING ENGINEERS #3	27028.00	C10630	MEDICAL INSURANCE
12575	06/25/21	OEU02	OPERATING ENG. (DUES)	396.00	C10630	UNION DUES MGMT
				726.00	1C10630	UNION DUES POLICE
				567.00	2C10630	UNION DUES DISPATCH
				826.00	3C10630	UNION DUES-MISC
			Check Total.....:	2515.00		
12576	06/25/21	PRI04	PRINCIPAL PLIC-SBD GRAND	1981.30	C10630	DENTAL INSURANCE
				278.41	1C10630	VISION INSURANCE
				793.80	2C10630	LIFE INSURANCE
			Check Total.....:	3053.51		
			Cash Account Total.....:	52330.91		
			Total Disbursements.....:	52330.91		

REPORT.: Jul 08 21 Thursday
 RUN...: Jul 08 21 Time: 16:11
 Run By.: MARY BRIMM

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 06-21 thru 06-21 Bank Account.: 1020

PAGE: 001
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
031387	06/30/21	MBI00	MBIAH LLC	223.27	210630	COUNSELOR-PROP 47 CYCLE 2
031392	06/30/21	AIR00	AIRGAS USA, LLC	60.90	998108090	MAT & SUPPLIES-FIRE
031393	06/30/21	COR08	CORNING LUMBER CO INC	187.58	210625	MAT & SUPPLIES-
031394	06/30/21	COR11	CORNING SAFE & LOCK	15.89	0874	MAT & SUPPLIES-RODGERS THEATRE
031395	06/30/21	CRO05	CROSS PETROLEUM	1268.34 701.64 35.42	CL10009 CL10407 1467059IN	VEH OP/MAINT- VEH OP/MAINT-FIRE VEH OP/MAINT-FIRE
			Check Total.....	2005.40		
031396	06/30/21	DIS01	DISCOUNT DISPOSABLES	427.18	170968	SAFETY ITEMS-POLICE
031397	06/30/21	FLE02	FLEMING, JOHN E.	1920.00	210629	PROF SVCS-BLD & SAFETY
031398	06/30/21	HIN01	HINDERLITER, DE LLAMAS &	300.00	SIN009650	PROF SVCS-FINANCE
031399	06/30/21	IND03	INDUSTRIAL POWER PRODUCTS	55.41	329020	MAT & SUPPLIES-STR
031400	06/30/21	INL01	INLAND BUSINESS SYSTEMS	183.69	IN2026926	COMMUNICATIONS-
031401	06/30/21	MJB00	MJB WELDING SUPPLY, INC.	29.24	01346930	SMALL TOOLS-
031402	06/30/21	RIV04	RIVER CITIES COUNSELING,	33484.03	750	COUNSELOR-PROP 47 CYCLE 2
031403	06/30/21	SCH01	LES SCHWAB TIRE CENTER	1149.79	611003968	VEH OP/MAINT-POLICE
031404	06/30/21	SEI01	SEILER, ROY R., CPA	1072.00	30350	PROF SVCS-FINANCE
031405	06/30/21	TEH13	TEHAMA CO AUDITOR	200.00	210630	PkngCiteToCnty Police Ser
031406	06/30/21	CEN14	CENTER FOR EVALUATION & R	1977.50	202007	DATA COLL/EVAL-PROP 47 CYCLE 2
031407	06/30/21	DEP09	DEPT OF CONSERVATION	58.41	210630	StrongMotion Bldg & Safet
031408	06/30/21	RIV04	RIVER CITIES COUNSELING,	1710.00	2002	COUNSELOR-PROP 47 CYCLE 1
031409	06/30/21	AQU00	AQUA-METRIC SALES COMPANY	7319.82	INV83394	HANDHELD MTR READR- WTR CAP IMPROV
031410	06/30/21	ATT02	AT&T	126.56	16657478	COMMUNICATIONS -
031411	06/30/21	ATT15	AT&T MOBILITY	1173.11	210619	COMMUNICATIONS -
031412	06/30/21	CAM02	FERGUSON ENTERPRISES INC.	452.55 275.84	1640511 1633769-1	Equip.Maint. Water Dept Equip.Maint. Water Dept
			Check Total.....	728.39		
031413	06/30/21	CRO05	CROSS PETROLEUM	1096.90 78.27	CL10008 CL10408	MAT & SUPPLIES - VEH OP MAINT/ BLDG & SAFETY
			Check Total.....	1175.17		
031414	06/30/21	FIR05	FIRST NATIONAL BANK OMAHA	1876.26	210628	MAT & SUPPLIES -
031415	06/30/21	FIR10	FIRST NATIONAL BANK OMAHA	68.73	07072021	COMMUNICATIONS -
031416	06/30/21	FIR14	FIRST NATIONAL BANK OMAHA	5778.43	07072021A	OFFICE SUPPLIES -
031417	06/30/21	FIR16	FIRST NATIONAL BANK OMAHA	1921.06	210628	MAT & SUPPLIES -
031418	06/30/21	HOU00	HOUSING TOOLS	60.00	2053	PROF SRVCS - GEN CITY
031419	06/30/21	J&J00	J&J PUMPS, INC.	41837.71	10420-1	WELL REPAIRS - WTR CAP IMPROV
031420	06/30/21	LAN07	LANGUAGE LINE SERVICES, I	3.76	10260233	COMMUNICATIONS -
031421	06/30/21	MCC07	MCCOY'S HARDWARE & SUPPLY	1109.98	210627	MAT & SUPPLIES -
031422	06/30/21	MIL11	MILL CREEK VETERINARY	60.00	133964	FERAL CAT PROG - ACO
031423	06/30/21	MIS01	MISSION LINEN SUPPLY	16.16	514905025	MAT & SUPPLIES -
031424	06/30/21	MOU02	MOULE'S TEHAMA COUNTY GLA	3621.14	65488	ADA BLDG MAINT - BLDG MAINT
031425	06/30/21	NAP01	NAPA AUTO PARTS	869.13	210625	Veh Opr/Maint
031426	06/30/21	NOR47	NORTHSTAR	10537.50	77579	PROF SRVCS -
031427	06/30/21	PAY01	PAYGOV.US LLC	1901.49	765	COVID 19 - FINANCE
031428	06/30/21	PES01	PESTMASTER SERVICES, INC.	990.79 671.63	303006 303548	PEST CONTROL - JUNE WEED CONTROL - JUNE
			Check Total.....	1662.42		
031429	06/30/21	PGE04	PG&E	536.24	210630	TranspFacility
031430	06/30/21	PGE2A	PG&E	189.96	210629	ELECTRICITY -

REPORT.: Jul 08 21 Thursday
 RUN....: Jul 08 21 Time: 16:11
 Run By.: MARY BRIMM

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 06-21 thru 06-21 Bank Account.: 1020

PAGE: 002
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
031430	06/30/21	PGE2A	PG&E	36.42	210630	ELECTRICITY -
				40.57	210629A	ELECTRICITY -
			Check Total.....:	266.95		
031431	06/30/21	SVA01	SVABO	65.00	300000765	ASSOC DUES - BLDG & SAFETY
031432	06/30/21	TEH20	TEHAMA CO DISTRICT ATTY	66.90	CPD4-6/21	ProfServices Police Servi
031433	06/30/21	THO01	THOMES CREEK ROCK CO	207.43	210701	Mat/Supplies
031434	06/30/21	TIM04	TIMECLOCK PLUS	14291.82	580938	MACH/EQUIP - FINANCE
031435	06/30/21	TON00	TONY'S REFRIGERATION, INC	421.42	64964	EQUIP MAINT - FIRE
031436	06/30/21	TPX00	TPX COMMUNICATIONS	705.18	144607992	COMMUNICATIONS -
031437	06/30/21	XER00	XEROX CORPORATION	23.81	013823124	EQUIP MAINT/DISPATCH
			Cash Account Total.....:	143491.86		
			Total Disbursements.....:	143491.86		

REPORT.: Jul 08 21 Thursday
 RUN...: Jul 08 21 Time: 16:12
 Run By.: MARY BRIMM

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 07-21 thru 07-21 Bank Account.: 1025

PAGE: 002
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
12586	07/01/21	BAN03	POLICE OFFICER ASSOC.	300.00	C10630	POLICE OFFICER ASSOC
12587	07/01/21	CAL37	CALIFORNIA STATE DISBURSE	138.46	C10630	WITHHOLDING ORDER
12588	07/01/21	EDD01	EMPLOYMENT DEVELOPMENT	5215.90 1680.52	C10630 1C10630	STATE INCOME TAX SDI
			Check Total.....	6896.42		
12589	07/01/21	FED00	FEDERAL PAYROLL TAXES (EF	14120.05 17280.68 4041.42	C10630 1C10630 2C10630	FEDERAL INCOME TAX FICA MEDICARE
			Check Total.....	35442.15		
12590	07/01/21	ICM01	ICMA RETIREMENT TRUST-457	3549.05 185.00	C10630 1C10630	ICMA DEF. COMP ICMA DEF. COMP ER PD
			Check Total.....	3734.05		
12591	07/01/21	PERS1	PUBLIC EMPLOYEES RETIRE	24309.51	C10630	PERS PAYROLL REMITTANCE
12592	07/01/21	PERS4	Cal Pers 457 Def. Comp	2761.25 527.50	C10630 1C10630	PERS DEF. COMP. PERS DEF. COMP. ER P
			Check Total.....	3288.75		
12593	07/01/21	TEH16	TEHAMA COUNTY SHERIFF'S O	110.89	C10630	WageOrder F#20000149
12594	07/01/21	VAL06	VALIC	2341.26 202.50	C10630 1C10630	AIG VALIC P TAX AIG VALIC P TAX ER P
			Check Total.....	2543.76		
12595	07/01/21	\BAN1	BANK OF AMERICA-121000358	100.00	C10630	B OF A SAVINGS
12596	07/01/21	\BAN4	BANNER BANK-323371076	1050.00 845.22	C10630 1C10630	BANNER BANK-SAVINGS HSA DEDUCTIBLE
			Check Total.....	1895.22		
12597	07/01/21	\OECU	OPER ENG FED CU-321176260	220.00	C10630	CREDIT UNION SAVINGS
12598	07/01/21	\USB1	US BANK - 121122676	330.00	C10630	US BANK SAVINGS
12599	07/01/21	\WEL1	WELLS FARGO - 121042882	850.00	C10630	WELLS FARGO
			Cash Account Total.....	80159.21		
			Total Disbursements.....	80159.21		
				=====		

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CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 07-21 thru 07-21 Bank Account.: 1020

PAGE: 001
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
031379	07/01/21	COR07	CORBIN WILLITS SYSTEMS, I	713.43	000C107011	EQUIP MAINT-FINANCE
031380	07/01/21	COR09	CORNING CHAMBER OF COMM.	1000.00	000C107011	CngChamberComm. Economic
031381	07/01/21	COR18	CORNING SENIOR CENTER	2700.00	C01009A	SENIOR CENTER-GEN CITY
031382	07/01/21	DEM02	DEMO, DAVID LEWIS	104.70	000C107011	PROF SVCS-FIRE DEPT
031383	07/01/21	MOO07	MOORE & BOGENER, INC.	5525.00	000C107031	CONSULTING SVCS-LGL SVCS
031384	07/01/21	OCH01	OCHOA CLEANING	4520.73	000C107011	JANITORIAL SERVICES-
031385	07/01/21	PIT01	PITNEY BOWES	183.80	000C107011	Rents/Leases Finance Dept
031386	07/01/21	SCH16	SCHLERETH, DAYMON WAYNE	54.70	000C107011	PROF SVCS-FIRE DEPT
031388	07/02/21	3CO00	3CORE, INC.	7500.00	20199	3CORE-ECONOMIC DEVELOPMENT
031389	07/02/21	COR13	CORNING VOLUNTEER FIRE	11000.00	210701	AnnualFire/Fee FireDepart
031390	07/02/21	TEH15	TEHAMA CO SHERIFF'S DEPT	255.00	07012CPD	EQUIP MAINT-DISPATCH
031391	07/02/21	WEB02	WEBSTER, WAYNE C.	240.00	210702	REC INSTRUCTOR-REC
031438	07/08/21	BAS01	BASIC LABORATORY, INC	162.40	2106411	ProfServices Water Dept
031439	07/08/21	DM001	DM-TECH	119.90	20210701	Communications General Ci
031440	07/08/21	INF00	INFRAMARK, LLC	63031.78	65099	PROP SRVCS - WWTP
031441	07/08/21	RES04	RESERVE ACCOUNT	3000.00	210702	PREPAID POSTAGE FUNDS
Cash Account Total.....:				100111.44		
Total Disbursements.....:				100111.44		
Cash Account Total.....:				.00		

CITY OF CORNING
TREASURER'S REPORT
JUNE 2021

<u>AGENCY</u>		<u>BALANCE</u>	<u>RATE</u>
Local Agency Investment Fund	\$	9,069,678.52	0.44%

Respectfully submitted:

Laura L. Calkins
City Treasurer

Monthly Permit Report



06/01/2021 - 06/30/2021

Permit #	Permit Date	Parcel Address	Owner Name	Permit Type	Project Description	Project Cost
21167	6/29/2021	3174 S 99W	OROZCO-ARREDONDO, VALENTE ETAL	ReModel	Leveling existing porch roof with the houses roof.	\$2,000
21166	6/29/2021			Electrical	Fire alarm system.	\$29,100
21165	6/29/2021	1221 FIRST ST	Bustos Joseph ETAL	Solar	INSTALL NEW ROOF MOUNT SOLAR PV 7.35KW 21 PANELS WITH NEW MAIN PANEL UPGRADE 200A	\$22,248
21164	6/28/2021	1543 PEACH ST	MUELLER, ROBERT ETAL TRS MUELLER TRUST 2/14/2008	Mechanical	CHANGE OUT OF SPLIT SYSTEM (AFUE 80%) (SEER 14.5)	\$19,159
21163	6/25/2021	715 STANMAR DR	WOLD, MICHAEL C & PATRICIA	Solar	Rooftop Solar, 6.8kw, 19 mods, 1 inverter	\$26,000
21162	6/24/2021	1894 ELIZABETH AVE	HAWLEY, LOREN B & BETTY L	Mechanical	CHANGE OUT OF SPLIT SYSTEM (AFUE 80%) (SEER 14.5)	\$11,680
21161	6/23/2021	3655 BARHAM AVE	V-LINE INC	Electrical	Existing 100amp panel to be removed and replaced with a new 200amp panel . Remove meter main panel and replace with a new 200amp meter main	\$7,500
21160	6/23/2021	1424 LINK ST	MUNIZ, JUAN LUIS MARTINEZ	Solar	Roof Mount Solar - 5.60KW / 16 Panels	\$24,276
21159	6/23/2021	171 MOONEY CT	SALGADO, GLORIA ANN	Electrical	New 125Amp Meter Panel	\$1,800
21158	6/21/2021	2044 BLOSSOM AVE	PANO, FLORENTINO ETAL	HVAC	like for like spilt system	\$7,090
21157	6/21/2021	263 EDITH AVE	CEA, FLOR M	Building	RELOCATING FRONT ENTRY DOOR	\$1,000
21156	6/16/2021	104 HOUGHTON AVE	SOUSA, GEORGE JOSEPH ETAL TRS SOUSA FAMILY TR 07/1	Mechanical	Replace 3.5 Ton Package unit on roof.	\$8,221
21155	6/15/2021	342 Rio del Rey Ct.	Partida , Eduardo	HVAC	HVAC	\$6,000
21154	6/15/2021	603 FIRST ST	TOLLISON, JOHN W ETAL TRS TOLLISON FAMILY L/TR 04/	Mechanical	C/I Daikin 4 head mini split 18.9 seer 12.5seer 18k btu 10.7hspf HP outdoor:	\$5,700
21153	6/15/2021	412 FIRST ST	SWIM, MELISSA N ETAL	Mechanical	Like for Like package unit	\$8,528

21152	6/15/2021	1413 NORTH ST	JOYCE A SCOTT TRUST; SCOTT, JOYCE A ETAL TRS	Plumbing	replace drain line up to 40 feet	\$9,142
21151	6/14/2021	3524 Hwy 99w	HPT TA PROPERTIES TRUST	Building	INSTALL ONE FREEWIRE BOOST CHARGING SYSTEM (EVCS)	\$160,000
21150	6/12/2021	2351 CORONA AVE	REILLY, AUDREY A TRUSTEE	Building	T-Mobile antenna modifications	\$20,000
21149	6/11/2021	1507 COLUSA ST	O'SULLIVAN, DIANE P	Encroachment	Clean up, paint inside and outside of property	\$30,000
21148	6/8/2021	804 SOUTH ST	LANGENDERFER, JEREMY L	Fence	70' wood fence - sideyard (40' at 6', 30' at 4") and 50' of 4' metal fencing (front yard)	\$3,000
21147	6/4/2021					\$0
21146	6/4/2021	1450 FOURTH AVE	SHANON HEANEY	Plumbing	REPLACEMENT OF APPROX. 100' OF SEWER LINE. MUST GO THROUGH NEIGHBOR'S PROPERTY . OWNER TO PROVIDE PERMISSION LETTER FROM NEIGHBOR BEFORE PERMIT WILL BE ISSUED.	\$2,800
21145	6/4/2021	2351 CORONA AVE	REILLY, AUDREY A TRUSTEE	Building	Generator Installation at existing wireless facility	\$30,000
21144	6/2/2021	322 LA MESA CT	WILKIE, DAVID L	Solar	8.5 kW PV roof mount 25 modules	\$24,000
						\$459,244

Total Records: 24

Page: 1 of 1



CITY OF CORNIG WASTEWATER OPERATIONS SUMMARY REPORT JUNE 2021

Below is a summary of the monthly operations report that will be available for review on July, 2021.

- Completed monthly reports
- Attended weekly Covid-19 awareness meeting
- Held staff meeting to discuss facility operations and issues
- Held daily safety tailgate meetings
- Inspected eyewash stations and emergency showers
- Completed testing of chemical release sensors
- Calibrated SO3 analyzer
- Inspected all fire extinguishers
- Calibrated gas detector
- Exercised emergency generator
- Submitted ESMR/DMR report to Regional Board
- Completed monthly receiving water sampling and analysis.
- Completed monthly facility inspection





- .Completed annual storm water evaluation.
- Installed new scraper blade on Bob Cat
- Performed inspections of collection system trouble spots
- Completed annual storm water report and submitted to PWD for submittal
- Completed pretreatment inspections at new businesses
- Cleaned drying beds

June, 2021

Effluent Flow Monthly Average= 675,241 GPD

**ITEM NO.: G-10
ACCEPT RESIGNATION OF
RECREATION COMMISSIONER
JUSTIN ECKENROD EFFECTIVE
IMMEDIATELY**

July 13, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: KRISTINA MILLER, CITY MANAGER 
LISA M. LINNET, CITY CLERK 

SUMMARY:

On July 2, 2021, Recreation Commissioner Justin Eckenrod submitted his resignation from the Recreation Commission effective immediately.

BACKGROUND:

Commissioner Marilyn Eckenrod was appointed to the Recreation Commission on June 11, 2019.

Mr. Eckenrod has moved to Red Bluff. When contacted about the most recent Recreation Commission Meeting, Mr. Eckenrod stated due to his move, he would like to resign from the Commission. I received an email dated July 2, 2021 formalizing his resignation. Mr. Eckenrod has served the City and the Community well and he will be missed from the Commission. We thank him for his years of dedicated service.

RECOMMENDATION:

MAYOR AND COUNCIL ACCEPT THE RESIGNATION OF RECREATION COMMISSIONER JUSTIN ECKENROD EFFECTIVE JULY 2, 2021.

Lisa Linnet

From: Justin Eckenrod <Justin@slaterandson.com>
Sent: Friday, July 2, 2021 5:08 PM
To: Lisa Linnet
Subject: Re: Tuesday, July 6, 2021 Recreation Commission Meeting Agenda

Lisa,
Please let this email serve as my
Resignation from the Recreation Commission.

Justin Eckenrod, Assoc. DBIA,
Senior Project Superintendent
Slater & Son
3753 Morehead Ave
Chico, CA 95928
(530) 966-7039

On Jul 2, 2021, at 9:35 AM, Lisa Linnet <llinnet@corning.org> wrote:

Dear Commissioners:

Please see the attached Agenda Packet for Tuesday's Recreation Commission Meeting.

Sincerely,
Lisa M. Linnet
Administrative Services Manager/City Clerk
<July 6_ 2021 Recreation Commission Agenda.pdf>

**ITEM NO.: J-11
APPROVE AGREEMENT FOR CONSULTANT
SERVICES TO PROVIDE A COMPREHENSIVE
USER AND DEVELOPMENT IMPACT FEES
STUDY**

July 13, 2021

TO: CITY COUNCIL OF THE CITY OF CORNING
FROM: KRISTINA MILLER, CITY MANAGER 
LISA M. LINNET, ADMINISTRATIVE SERVICES MANAGER

SUMMARY:

Staff requests Council approval of proposed Agreement (attached) for consultant services to provide the City with a Comprehensive User and Development Impact Fees Study that will enable the development of a Master Fees Schedule for the City.

BACKGROUND:

On February 9, 2021, City Council authorize Staff to seek proposals (Exhibit A) for consultant services to provide a comprehensive user and development impact fee study; the City received only one proposal. The Mitigation Fee Act, Government Code §66000 et seq., (the "Act") governs the establishment and administration of development impact fees paid by new development projects for public facilities needed to serve new development. Collecting these fees provides the funding necessary to construct and install "backbone" infrastructure necessary to serve the new development. The premise behind imposing fees on new development recognizes that the current residents and businesses in Corning are not responsible for the cost of expanding infrastructure to accommodate new development. Ultimately, the Council can decide to adopt a fee(s) lower than the actual cost of providing public services. The risk of such being the standard of infrastructure could decline over time.

The fees cannot support maintenance and operations. Fees must be separately accounted for and used for the specific purpose for which the fee was imposed.

Periodically the City should review and evaluate Development Impact Fees and document the methodology supporting such fees to determine if they fairly reflect the cost of fees charged for each service and reflect future infrastructure needs as a result of growth.

The last nexus study report was performed in 2013 with the last comprehensive study being performed in 2005. The 2013 nexus study report described the anticipated growth for the next 20-year planning period, as well as the infrastructure necessary to support that development and the approximate cost of that infrastructure.

This study will also assist the City in cost recovery policy development for the following existing and potential development impact fees which include, but are not limited to the following:

Drainage Fees	Water & Sewer Development Impact Fees
Park Development Impact Fees	Traffic Mitigation Fees
Police Department Infrastructure Fees	Environmental Fees
South Ave./Hwy. 99 Water System Fees	Quimby Fees
Water/Sewer/Storm Drain Capital Connection & DIF's for westside of I-5	

Optional is a Fee Study to provide a thorough evaluation of other services typically provided by the City that currently have no associated fee or the fee amounts have not been evaluated in many years. These fees could include:

Park Facility Rental Fees	Staffing Costs for Special Events
Municipal Code Violation City Attorney Fees	Planning/Zoning Fees
Public Works Encroachment Fees	Animal Control Fees
Parking Violation Fees	Building & Safety Fees

Business License Fees
Bikeway/Pedestrian Plan Improvement Fees
Community Development Fees

City Clerk's Office Fees
Non-City Public Event/Parade Fees
Tree Replacement Fees

The Consultant Services Agreement would also include such services as the following:

- Survey comparison of fees within similar Towns/Cities.
- Development of an electronic Comprehensive User Fee Rate Adjustment Model in Excel for calculating the full cost of providing City Services into the future and potential future service enhancements.
- Develop an Overhead Cost Allocation Model for calculating the full costs of providing each City Service in accordance with Title 2 of the U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).
- Perform a full cost analysis of designated user fees.
- Attend kick-off meeting between City Staff & Consultant to review Study objectives, methodology, determine timing & schedule for all tasks, determine information provided by City Staff.
- Provide and review supporting findings with City Staff.
- Attend City Council meetings to present Draft Study and address questions, a follow-up meeting to present the final report, plus any other meetings deemed necessary.

FINANCIAL:

The cost for the study as stated in the Request for Proposals (RFP) is \$50,820 plus a \$3,000 travel budget for a total combined cost not to exceed \$53,820 as listed in Exhibit B attached.

The proposed Study is proposed to be funded from:

- General Fund Reserves to 001-6300-3800 at 50% of project cost
- Sewer 610-6300-3800 at 25% of project cost
- Water 630-6300-3800 at 25% of project cost

RECOMMENDATION:

MAYOR AND COUNCIL AUTHORIZE STAFF TO:

- **APPROVE AGREEMENT WITH REVENUE & COST SPECIALISTS (RCS) TO PROVIDE THE CITY WITH A COMPREHENSIVE USER AND DEVELOPMENT IMPACT FEES STUDY AT A COST NOT TO EXCEED \$53,820; AND**
- **APPROVE APPROPRIATION OF \$54,000 FROM GENERAL FUND RESERVES TO FUND THIS STUDY.**

PROFESSIONAL SERVICES AGREEMENT FOR DEVELOPMENT IMPACT FEE CONSULTANT

IDENTIFICATION: This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Corning, a California Municipal Corporation (“City”), and Revenue & Cost Specialists, LLC, a Professional Services Consultant (“Consultant”).

1. RECITALS:

2.1. City has determined that it requires the following professional services from a consultant:

Review and analyze the City’s Development Impact Fees and develop a comprehensive fee program that includes multiple categories including but not limited to roads, water, wastewater, drainage, parks and recreational, public safety, and affordable housing. This will include application of the Mitigation Fee Act (Government Code section 66000) and establishing a nexus for each fee.

2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 et seq.), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

2. DEFINITIONS:

3.1. “Development Impact Fee Professional”: A Development Impact Fee Professional is any individual with experience in the development of fees pursuant to the Mitigation Fee Act.

3.2. “Scope of Services”: Such professional services as are set forth in Consultant’s [March 19, 2021] proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

3.3. “Agreement Administrator”: The Agreement Administrator for this project is Kristina Miller, City Manager. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.

3.4. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.6. "Commencement Date": **July 14, 2021.**

3.7. "Termination Date": **January 31, 2022.**

4. TERM: The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S DUTIES:

5.1. Services. Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2. Coordination with City. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.

5.3. Professional Standards. Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

5.4. Avoid Conflicts. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.

5.5. Appropriate Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The City Manager shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

5.6. Substitution of Personnel. Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal

competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.

5.7. Permits and Approvals. Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

5.8. Notification of Organizational Changes. Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

5.9. Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING:

6.1. General Prohibition. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

6.2. Consultant Responsible. Consultant shall be responsible to City for all services to be performed under this Agreement.

6.3. Identification in Fee Schedule. All subcontractors shall be specifically listed, and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

7. COMPENSATION:

7.1. General. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. Invoices. Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to

this Agreement. Each invoice shall identify the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

7.3. Taxes. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

7.4. Disputes. The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

7.5. Additional Work. Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.

7.6. City Satisfaction as Precondition to Payment. Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.

7.7. Right to Withhold Payments. If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES: Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS: All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as "written products") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES:

10.1. General. Consultant is, and shall at all times remain as to City, a wholly independent contractor.

10.2. No Agent Authority. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of

Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

10.3. Independent Contractor Status. Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

10.4. Indemnification of CalPERS Determination. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION:

11.1 Consultant to Indemnify City. Consultant shall indemnify the City, its elected officials, officers and employees from any judgements, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, infringement of copyright/patent/trademark, professional errors and omissions, investigative expenses, attorney fees, and court costs arising out of an error, a negligent act, or omission of the Consultant, or the willful misconduct of the Consultant in performing the services described in, or normally associated with, this type of contracted work.

12. INSURANCE:

12.1. Insurance Required. Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

12.2. Documentation of Insurance. City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: **Revenue & Cost Specialists, LLC**.

- Documentation of Best's rating acceptable to the City.

- Original endorsements effecting coverage for all policies required by this Agreement.

- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3. Coverage Amounts. Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence, \$2,000,000 aggregate

- General Liability:

- General Aggregate: \$2,000,000 • Products Comp/Op Aggregate \$2,000,000

- Personal & Advertising Injury \$1,000,000

- Each Occurrence \$1,000,000

- Fire Damage (any one fire) \$ 50,000

- Medical Expense (any 1 person) \$ 5,000

- Workers' Compensation:

- Workers' Compensation Statutory Limits

- EL Each Accident \$1,000,000

- EL Disease - Policy Limit \$1,000,000

- EL Disease - Each Employee \$1,000,000

- Automobile Liability

- Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the City as additional insured. Furthermore, the requirements for coverage and limits shall be the greater of: (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

12.4. General Liability Insurance. Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited, or restricted Occurrence forms are not acceptable.

12.5. Worker's Compensation Insurance. Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

12.6. Automobile Liability Insurance. Covered vehicles shall include owned if any, nonowned, and hired automobiles, and trucks.

12.7. Professional Liability Insurance or Errors & Omissions Coverage. The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

12.8. Claims-Made Policies. If any of the required policies provide coverage on a claims made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

12.9. Additional Insured Endorsements. The City, its City Council, Commissions, officers, and employees of City of Corning must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

12.10. Failure to Maintain Coverage. In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

12.11. Notices. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Corning, ATTN: Public Works Director, 794 Third Street, Corning, CA 96021.

12.12. Consultant's Insurance Primary. The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents, or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

12.13. Report of Claims to City. Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

12.14. Premium Payments and Deductibles. Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement. City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

12.15. Duty to Defend and Indemnify. Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION:

13.1. City Cooperation in Performance. City shall provide Consultant with all pertinent data, documents, and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

13.2. Consultant Cooperation in Defense of Claims. If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES:

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of Corning
ATTN: City Manager
794 Third Street
Corning, CA 96021

If to Consultant:

Revenue & Cost Specialists, LLC
Attn: Eric Johnson, President
1519 E. Chapman, Suite C
Fullerton, CA 92831

15. SURVIVING COVENANTS: The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2

(Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION:

16.1. City Termination. City may terminate this Agreement for any reason on ten calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials, or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

16.2. Consultant Termination. Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

16.3. Compensation Following Termination. Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

16.4. Remedies. City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT:

17.1. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

17.2. Integration of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

17.3. Headings. The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

17.4. Pronouns. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

17.5. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event,

the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17.6. No Presumption Against Drafter. Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS:

18.1. Confidentiality. All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.

18.2. Conflicts of Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

18.3. Non-assignment. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.4. Binding on Successors. This Agreement shall be binding on the successors and assigns of the parties.

18.5. No Third-Party Beneficiaries. Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

18.6. Time of the Essence. Time is of the essence for each and every provision of this Agreement.

18.7. Non-Discrimination. Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam Veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

18.8. Waiver. No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

18.9. Excused Failure to Perform. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.10. Remedies Non-Exclusive. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers, or remedies.

18.11. Attorneys' Fees. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.

18.12. Venue. The venue for any litigation shall be Tehama County, California and Consultant hereby consents to jurisdiction in Tehama County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

CITY OF CORNING:

CONSULTANT:

By: _____
Kristina Miller
City Manager

By: _____
Eric Johnson, President
Revenue & Cost Specialists, LLC
(RCS)

Date: _____

Date: _____

Attest:

Approved as To Form:

Lisa M. Linnet, City Clerk

Collin Bogener, City Attorney

Date: _____

Date: _____

Exhibit "A"

Proposal for the City of Corning
**Comprehensive User and
Development Impact Fees Study**



1519 E Chapman Ave
Suite C
Fullerton, CA 92831
(714) 992-9020
www.revenuecost.com



QUALIFICATION SUBMITTAL FORM

Firm Name and Address

Revenue & Cost Specialists	
1519 E Chapman Ave Ste C	
Fullerton, CA 92831	
Contact Name: Eric Johnson	
Phone: (714) 992-9027	Email: eric@revenuecost.com

Firm Name and Address

Name: Eric Johnson	
Title: President	Date: March 19, 2021

Checklist:

- Qualifications Submittal Form with Application Checklist
- Table of Contents
- Firm Profile
- Qualification Details
- Methodology
- References



TABLE OF CONTENTS

March 19, 2021

Qualifications Submittal Form.....	2
Table of Contents	
Cover Letter.....	4
Qualifications and Experience.....	5
Response to Scope of Services.....	9
Implementation Schedule.....	16
References.....	18
Cost Proposal.....	Separate Document





March 19, 2021

City of Corning
Attention: Administrative Services Manager/City Clerk
794 Third Street
Corning, CA 96021

Proposal for City of Corning – Comprehensive User and Development Impact Fees Study

Revenue & Cost Specialists, LLC (RCS) appreciates the opportunity to respond with this proposal to develop a Comprehensive User and Development Impact Fees Study. We have been providing cost allocation plans and other costing services since 1980, making us the first and foremost authority in costing services for California. Only RCS principals will work with the City, and our combined 100 years of experience and knowledge in this industry will ensure a successful project that's on time, under budget and produce a report which presents maximum cost recovery.

RCS has a history of delivering quality reports with defensible data that can be acted on and adopted. Of the more than 1,100 reports that we have produced, over 98% were adopted by the Councils and Boards of over 250 public agencies. We provide easy to read reports, useful data for fiscal analysis, and all the appropriate backup material to fully understand the assumptions and calculations.

Our processes are straightforward. The information provided by RCS will allow staff, City Council and other stakeholders to make rational, informed policy decisions. We strive to ensure that you will be able to confidently stand behind the information and recommendations in the Report. As former city staff ourselves, we understand how Corning operates, what you want, and that your time is precious.

Based in Fullerton, we can provide timely support to City staff for years to come. The terms of this proposal will be honored for 90 calendar days from the date of submittal. Please contact Eric at (714) 992-9027 or eric@revenuecost.com with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric S. Johnson', written over a white rectangular area.

ERIC S. JOHNSON
President

A handwritten signature in black ink, appearing to read 'Chu Thai', written over a white rectangular area.

CHU THAI
Vice President

Revenue & Cost Specialists

1519 E. Chapman • Suite C • Fullerton, CA • 92831



QUALIFICATIONS AND EXPERIENCE

HISTORY

Our company was founded in 1980 by two former City Managers and a Finance Director. In the wake of the passage of Propositions 13 and 4, our founding partners discovered that user fees were a legal option to recover lost municipal revenues. Forty years later, Revenue & Cost Specialists continues its focus on cost allocation and user fee calculation services.

After the passage of AB 1600 in 1988, our company added impact fee calculation services to help municipalities finance public facility expansion. In those early years, RCS principals published articles and presented at conferences on how user fees and impact fees worked.



By the mid-1990s, RCS was a company with 25 employees, yet we were not happy with the business model. We strategically downsized, and the remaining four principals focused on service delivery, no longer worrying about revenue growth or competing market shares. Now, RCS principals commit resources to client satisfaction and long-term relationships. To this day, RCS continues to thrive due to repeat business, referrals and references. As a small business, RCS will only take on a handful of new clients each year and dedicates substantial time to them.

In 2000, RCS created Government Software Systems, a robust costing software that serves fee calculation needs better than spreadsheets. Our company has provided additional services to municipalities, including long range financial planning, accounting procedures and utility rate studies.

In 2021, RCS celebrates its 41st year in business and is planning for another 41 years of partnering with municipalities.

Revenue & Cost Specialists is independent of the City and unaware of any potential conflict of interest. Revenue & Cost Specialists and its principals have not been involved in any litigation, legal proceedings or investigations by a regulatory authority within the past five years.



ABOUT RCS

RCS' four principals make up the Limited Liability Company, and we have been financially stable since the company started. Combined, RCS principals have over 100 years of experience in cost allocation plans and fee studies and served over 250 municipalities. We have provided these services to a wide array of public agencies, from the smallest special district to larger and more complex cities and counties. While based in Orange County, we engage in projects throughout the State of California.

RCS principals are municipal cost and revenue consultants specializing in the following:

- User Fee Studies
- Cost Allocation Plans
- Development Impact Fee Studies
- Special studies and reports supporting municipal financing management

This specialization allows RCS to focus on every aspect of municipal fees and be the best at what we do. We have suggested new fees that are not common practice throughout the state. We have challenged and removed municipal fees that were not defensible. We have assisted municipalities in streamlining their fee-based processes.

Specialization also helps RCS manage our workload capacity. We are confident in our project time estimates and do not respond to RFP's when our project workload exceeds our capacity.

All RCS principals have prior city experience, serving as interns, analysts, managers or directors. We are all knowledgeable in fund accounting, department structures and municipal services. We stay current on pending financial and legal issues that challenge municipalities. All principals are comfortable speaking with city staff at all levels, drafting reports and resolutions, and presenting to the public, stakeholders and Council members.

Eric Johnson, President, has streamlined and perfected the process of CAP and User Fee Study engagements. With over 30 years of experience and hundreds of studies completed, Eric has created a superior process that demands little of city staff time and still obtains maximum results. With so many projects under his belt, Eric quickly understands complex city services and calculates fees for them. Eric relates well with elected officials because he responds with candor and brevity. If you speak to any of Eric's prior or current clients, they will tell you how easy the process was.

Scott Thorpe, Senior Vice President, joined RCS in 1985. Prior to RCS, he spent 13 years at the cities of Chula Vista, Covina, Anaheim and Brea, serving in various roles within the city manager's offices. Scott performed user fee studies for several years and then transitioned to development impact fees when AB 1600 went into effect. Scott has written articles that laid out the fundamentals of impact fees, and his work for cities has generated tens of millions in fee revenues for cities.



Chu Thai, Vice President, joined RCS after 22 years of municipal experience. As budget manager and finance director, Chu successfully coordinated user fee increases, impact fee increases, utility rate increases and tax ballot measures. His experience helps clients avoid the unseen perils that jeopardize municipal projects. After project completion, Chu leaves behind well-documented reports and spreadsheets for City staff. The focus of his career has been to improve cities' financial stability and implement operational effectiveness and efficiencies in local government.

Rick Kermer, Partner, was a founding partner of RCS. Rick used his CPA and audit experience to build cost allocation and user fee spreadsheets and software that passes rigorous analysis and reporting accounting standards. Rick's work is the foundation of all the fee study work offered today. After 40 years, Rick is semi-retired, taking only a handful of projects each year.

The four principals of RCS perform studies in a professional and expedient manner. We do not send out junior staff to perform these vital services to our clients. RCS does not rely on producing Status Memoranda because we will be at City Hall quite often to tell you in person how the project is going.

RCS has one office, located at 1519 E. Chapman Avenue, Suite C, Fullerton, CA 92831. Eric Johnson, President, and Chu Thai, Vice-President, will have primary responsibility for managing the Comprehensive User and Development Impact Fees Study for the City of Corning. Please contact Eric Johnson at (714) 992-9027 or Eric@revenuecost.com with any questions.

QUALIFICATIONS/EXPERIENCE OF PROJECT TEAM

While all RCS principals have independently worked on projects before, both Eric Johnson and Chu Thai would be primarily involved with the City of Corning. Prior to the project kick-off, we will designate one principal as the Project Manager and primary contact to the City. The other principal will work behind the scenes, compiling and analyzing the data.

RCS assigns two principals for several reasons. Often, both principals will attend the public hearing because two are better than one at convincing the policy makers. Two principals allow us to discuss high level issues for each project. Most important to RCS, we want our principals to build long-term relationships with all our clients.

RCS can assign additional specialists to the project, for their expertise, maintenance of the proposed schedule or to maintain to assure continuance of the quality of the product. For continuity, only RCS principals will interact with City staff, as our specialization and expertise in fee studies allow City staff to focus on other City functions. We thoroughly understand and are involved in every phase of the fee study, and will advise City staff when necessary.

Resumes for the RCS project team can be viewed online at revenuecost.com.



THE RIGHT SOFTWARE

In 2000, RCS developed and began using a Windows-based software that is user-friendly and comprehensive. It includes a logical, easy-to-use interface and produces easy-to-understand reports. This Costing Software, based on an easily downloadable 14mb package, will allow the City to continuously update the Cost Allocation and User Fee Studies, as well as input hypothetical services to calculate the estimated costs of providing new services without the worry of incorrect formulas inherent in Excel-based systems. In addition, we are no longer impacted by Microsoft's upgrades and security patches, which frequently broke Excel formulas and macros, making it challenging for RCS to support our clients, who are all using different versions of office suite software.

The RFP specifies that the study should be in Microsoft Excel. Although RCS is willing to provide the reports in this format, we believe that cost allocation plans and user fee calculations require a more complex level of detail than Microsoft Word and Excel can offer.

RCS will provide the City of Corning with an electronic copy of the final version of the comprehensive study, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in costs as specified in the scope of services within the RFP listed in "Project Tasks" Section I.

For annual updates, our software allows for the editing of funding sources, staffing, benefits, services, allocation time and allocation factors. RCS' software also produces easy-to-read reports and the ability to export data to Excel for further analysis.

Once the project is completed, RCS will ensure that the system and data files are properly installed at the City with no licensing limitations. RCS will provide training and lifetime support and offers annual fee updates as a service so that City staff can focus on other things.

SAMPLE REPORTS

These reports could not be easily produced if RCS were to remain with spreadsheets and word processing software. We would be happy to share with you examples of some reports produced within our software.



RESPONSE TO SCOPE OF SERVICES

The City wants to identify the full costs of all operational services that are currently charged a fee or could be charged a fee. As part of the full costs of services, the City could use a full-cost Cost Allocation Plan, which would fairly distribute the citywide overhead costs to the end-user services provided to the public. The Cost Allocation Plan would also provide detail on the amounts that the City could recover from enterprise and other funds that receive services from the General Fund. This would allow for fair and defensible transfers from these funds to the General Fund.



RCS will efficiently construct user fees that represent how operations are conducted in the City. We will review with staff suggested fee structures that recover costs in the most equitable and efficient way possible. This may involve flat fees, deposits, valuation-based fees, step-increase fees or a combination of these. The eventual fee recommendations included in the final report and master fee resolution will be defensible, easy to understand and supported by City staff.

The most important part of our work is performed through a **series of focused meetings with staff**. These scheduled meetings commit staff to the timeline and ensure that our study draws from the most knowledgeable person on the subject matter. We will provide flexibility as we conduct meetings and interviews following local guidelines regarding COVID-19. A series of meetings also gives City staff time to digest and reflect on the information generated. RCS uses only company principals with more than 20-plus years of experience to conduct these meetings, which makes the process quicker and the results more accurate. Our process provides the City with well-documented and defensible service costs that will be used to develop fees that comply with Propositions 4, 218 and 26.

We also **identify 100% of the staff time on 100% of the services they provide**. This gives City staff a complete perspective on their time allocations instead of merely looking at time allocations for individual services in a vacuum. These methods will ensure that City staff feels confident about the data and, therefore, confident in supporting the results in public hearings.

The other key result of identifying 100% of City services is that we are identifying not only the cost of fee services, but of community-supported services, such as police, street and park maintenance services. This allows us to have a real discussion with real numbers with the City Council about tax subsidy policy. Since we are identifying the full costs of fee services, we are also identifying the current subsidy of general tax dollars for these services.



Therefore, we can show the City Council how much fee services are subsidized at the expense of community-supported services. Does the City want to continue to use precious tax dollars to support a zone change on a particular parcel that only benefits a particular property owner, or use those tax dollars on things that can only be supported by tax dollars, like police and maintenance services? They will now have that information to be able to make that conscious choice.

The support of staff changing the discussion to tax subsidy policy instead of fee increases and the experience of RCS in successfully presenting the results of similar studies to City Councils ensures that the City will be able to meet its policy objectives.

PROJECT APPROACH

The proposed work plan described below is for a Cost Allocation Plan and User Fee Study. The project approach for the various parts of the studies will be done concurrently, as there are overlapping steps, and the results of the Cost Allocation Plan would be used for the overhead component of the Fee Study.

COST ALLOCATION PLAN/USER FEE – SCOPE OF WORK

Cost Allocation Plan

RCS will coordinate the production of a Full-Cost Cost Allocation Plan. A full-cost plan would allocate all overhead costs. This would result in a larger allocation to all funds and departments and facilitate annual updates. A full-cost plan, which uses an adopted or adjusted budget, is less prone to anomalies of actual expenditures, such as a vacant position or emergency expenditures.

Task 1: Kick-off Meeting

RCS will conduct a meeting with City staff explaining the operational methodology of the study and the role of City staff. We will review any possible issues that may arise as well as answer any questions about the process. This meeting is crucial to ensuring that everyone understands the various steps in the process and what is expected of them.

Task 2: Prepare City Data

RCS will review and prepare necessary files for the project. This includes obtaining and reviewing current CAP reports, line-item budget details, salary schedules, MOU's and fringe benefit details.

Task 3: Review Central Services and Allocate Staff Time



RCS will meet with City staff of various departments to identify and review central services for indirect departments and allocate staff time and costs to those central services. City staff time would be approximately 1-2 hours per central service department in this process, with staff meeting with RCS to establish the central service listing, quantify the department staff time involved in those central services and review the results.

Task 4: Review Allocation Factors

RCS will meet with City staff to review the factors for allocating each central service identified. These factors will form the basis for determining fully burdened hourly rates and allocating central service costs. This meeting will be concurrent with the time allocation meeting. Though City staff involvement in data gathering is a function of the availability of the required information, RCS will use its experience to develop allocation factors that are easily reproducible from year to year but still fairly allocate central service costs.

RCS will calculate allocations to the functional centers and review the results with the managers of the various central service departments. City staff time to review the results of the allocations will be less than 1 hour per department.

Task 5: Prepare and Review Draft with City

RCS will prepare a Draft Report with allocations to end user departments using our 20-step allocation model. RCS will review this Draft Report with the City's management group and make any necessary adjustments.

Task 6: Prepare Final Cost Allocation Plan

RCS will then prepare a Final Report with allocations to end user departments. These results will be used for the general overhead component of the Fee Study and can also be used to determine the amounts for transfers to the General Fund for support provided to other funds. RCS will provide three copies and a PDF file of the Final Report.



User Fee Study

Task 1: Review the Service List with Departmental Staff

RCS will review the service list through meetings with City staff. We will also work with Departmental staff to determine any changes to the fee calculation methods. The end result, whichever method is used, will be a fee structure that best fits the City going forward. While this list will change during the course of the Study as it is refined, it will be the initial basis from where we start.

Task 2: Staff Time Allocations

RCS will interview personnel providing end-user services to ensure that costs from all functional areas directly involved with a service are included in the cost of that service. This component will form the bulk of the time spent by staff. There will be two to four meetings with supervisory level staff in each functional area to create and verify the amount of time spent by staff on the services identified in the task above. We do not ask City staff to do our job by filling out forms detailing how they spend their time. This interactive process, and the fact that we allocate 100% of all departmental staff, ensures that the information being generated is valid and reliable.

Task 3: Develop Fully Allocated Hourly Rates

RCS will develop a fully allocated hourly rate for each departmental employee, including salaries and benefits, miscellaneous operating services and supply costs, overhead costs from the Cost Allocation Plan or a more general City-wide administrative overhead, debt service and other direct costs as identified, which can be used for all charging and costing processes.

Task 4: Prepare Draft Report

RCS will prepare a Draft Report that identifies the total costs for each service, along with current fees, and makes fee recommendations for each service presented. RCS will review this report with the departments so that each will have input on the fees presented in the Final Report. City staff time would be approximately 1-2 hours per department for those departments that have fee services.

Task 5: Prepare Final Report

Based on staff input, RCS will prepare a Final Report, which will have recommendations for new fees and subsidy percentages and projections of new revenues from those fees. The Report will include text and summary tables that will clearly explain the results and the context. All recommended fees will comply with Propositions 4, 218, 26 and any other applicable laws. RCS will provide the requested number of copies and a PDF file of the Final Report.



Task 7: Present Report to the City Council

RCS will assist the City Council in the review and adoption of revised service fees and subsidy percentages and assist the staff in the implementation of the revised service fees at up to two meetings.

DEVELOPMENT IMPACT FEE – SCOPE OF WORK

To make certain the City of Corning continues to provide basic municipal services as the City grows, RCS proposes to undertake the calculation and textual support of a new Development Impact Fee Calculation and Nexus Report. RCS staff will perform the following to complete the Development Impact Fee (DIF) calculation and quantify the costs generated by new development in terms of an Impact Fee Schedule for city land uses.

Based on RCS' preliminary review of the reports and documentations provided by the City of Corning, we propose Development Impact Fees for the following infrastructures. The nexus by which the development costs would be distributed to the various land uses are also listed.

- 1. Law Enforcement Facilities, Vehicles and Specialty Equipment**
- 2. Circulation System, including streets, signals and bridges**
- 3. Storm Drainage Collection System**
- 4. Water System**
- 5. Wastewater & Treatment System**
- 6. Public Use Facilities (i.e. Community Centers)**
- 7. Park Land Acquisition and Park Improvements**
- 8. Fire Suppression Facilities, Vehicles and Specialty Equipment**
- 9. Library Space and Collection Items**
- 10. General Facilities (City Hall and City Maintenance Yard)**

RCS has the experience and determination to research and identify the maximum financial impact from future developments in Corning. With this information, staff can realize what the best funding and implementation policies are for the City.

We plan to use a series of direct, focused meetings between RCS experts and knowledgeable City staff to produce a final product that is accurate, logical and defensible. RCS' objective is to ensure that City staff feels confident about the data and the report, therefore confident in supporting the results at public hearings.

The fee recommendations included in RCS' final Development Impact Fee Calculation and Nexus Report will be legally defensible, easy to understand and supported by City staff. Our experience as local government finance officers and impact fee consultants makes certain this project will be completed successfully on time.



To provide the basis for the Development Impact Fees, the following steps would be taken by the Revenue & Cost Specialist staff, working with City staff and other consultants where necessary and appropriate:

Task 1: Preliminary Research

Prior to any meetings, RCS will perform a field "windshield" survey to become acquainted with the physical characteristics and general improvement needs and standards of the City. We will request and review all City maps, land-use documents and available master plans, especially the Comprehensive General Plan, before the kick-off meeting. We will review the City's history of impact fee schedules, resolutions, ordinances, and Annual and Five-Year Reports per Government Code Sections 66006 and 66001. RCS will review recent Operating Budgets, CIP Budgets, Comprehensive Annual Financial Reports and fixed asset reports

Task 2: Meeting # 1 – Kick-off Meeting Between City and RCS

RCS will conduct an initial meeting with the City's management staff to clarify the parameters of the study, explaining the operational methodology of the study and the role of City staff. We will review any possible issues that may arise as well as answer any questions from City staff about the process. This meeting is crucial for the process as we want to ensure that everyone understands the various steps in the process and what is expected of them. No Kick-off meeting will be necessary. RCS will work with individual departments during the CAP/User Fee project to begin the impact fee update. Some of the necessary documents, such as budget, facility valuation, staffing and equipment, will become available through the CAP/User Fee project.

RCS will meet and discuss the City's planning, capital financing process and community development standards with the City Engineer, City Planner, Director of Finance and other department staff to determine the improvements that most likely will evolve from the project planning documents and be needed to support and give validity to the City's Comprehensive General Plan.

RCS will work with the City Manager, Finance Director, Planning Director, Public Works Director and other interested staff to determine land-use-based Development Impact Fee categories and land-use data. RCS will identify the existing Levels of Service (LOS) provided by the infrastructure and appropriations currently afforded by the City.

Task 3: Series of Working Meetings

RCS will meet with City staff responsible for each infrastructure to help identify all projects needed through theoretical build-out via use of master plans, specific plans and other service requirement studies. The more supporting documents we can find, the better the Study will be. The greatest support would be an engineer-prepared



Master Plan. If such a document is not available, RCS will endeavor to increase the validity of available information. RCS will request from the City all reports, master plans, specific plans and other related reports identifying needed infrastructure. If needed, RCS can assist the City with developing project lists and supporting data (i.e. fire station sizes and costs). RCS will review project cost estimates and textual explanations for accuracy and completeness.

RCS will identify and analyze the demand drivers specific to each infrastructure or service area. The drivers are the factors of nexus demand related to each land use and would be based upon the project plans or City productivity records. These demand drivers will help determine the distribution of the benefits of, nexus for and impact of each group of projects on each of the above categories of land use. The proportional analysis necessary to identify what burdens would be placed upon the existing and future infrastructure would be undertaken.

Task 4: *Draft Development Impact Fee Calculation and Nexus Report*

Since the Report is based on information and estimates provided by City staff, it is important that all participants are comfortable with the methodology and data presented. RCS will prepare a draft report consisting of the fee structures and the necessary relevant nexus text and report with recommended fees. This meeting will include discussions on policy issues, implementation strategies and revenue collection procedures. RCS will provide the draft report for staff consideration and distribution.

Task 5: *Presentation of Proposed Development Impact Fee Calculation and Nexus Report to the City Council*

RCS will attend the City Council meeting to discuss the report methodology and present findings, providing a formal presentation and answering questions about those findings. RCS will have the necessary supporting documentation for the meeting and will be the primary contact to answer all questions, following up with any City Council direction with the assistance of City staff.

Client input – RCS will make every effort to advise, seek input from and, in general, explain the work as it is being performed to interested parties by attending meetings of various groups, including any local chapter of organized builders or contractors, taking into consideration any constructive input. Staff time requirements will vary depending upon the current availability of needed information. RCS will use the best information possible to complete legally supportable DIFs and endeavor to limit the amount of time needed from the above staff members.



IMPLEMENTATION SCHEDULE

RCS' references will attest that our timeline and scheduled meetings are ideal for fee studies. The kick-off meeting is Citywide and allows everyone the opportunity to hear questions and concerns about the process. Then RCS will begin a series of focused meetings with individual departments, interviewing staff about how business is performed in Corning. RCS meetings are 30 minutes to two hours every two to three weeks. We will meet with each department two to five times to gather the necessary data, with at least one additional meeting to review the draft report. RCS will update the user fee study until all parties agree with the results.

Between meetings, RCS will examine Corning's budget details, lookup your municipal code and resolutions, and discuss best practices. It is our goal of fully understand Corning's organizational and financial structure and present it accurately in the Cost Allocation Plan and Fee Study. Our process may take longer, but be assured that the extra attention to detail and time spent will provide a higher cost recovery for the City and data that is more legally defensible.

This schedule, of course, will require the cooperative participation of City staff. On-site meetings include project kick-off/first round of working meetings, review of draft fees, and two City Council meetings. RCS will utilize our Zoom video conferencing account for all other meetings. The two optional public meetings will be on-site.

CAP/User Fee Study	Apr	May	Jun	Jul	Aug	Sep
Cost Allocation Plan						
Kick-Off Meeting						
Obtain Budget & Personnel Data						
Review of Central Services/Time						
Review Allocation Factors						
Review Draft Cost Allocation Plan						
Prepare Final Cost Allocation Plan						
User Fee Study						
Review Service List						
Review Staff Time Allocations						
Develop Fully Alloc. Hourly Rates						
Review Draft Report with Staff						
Prepare Final Report						
Present User Fee Study to Council						



Development Impact Fee Study	Apr	May	Jun	Jul	Aug	Sep
Land-use Database Compilation						
Determine Infrastructure LOS						
Discuss Desired Projects w. Staff						
Review Project Costs & Descriptions						
Review Demand Drivers (Nexus)						
Apply Nexus Distribution Factors						
Review Draft DIF Report with Staff						
Prepare Final DIF Report						
Present DIF Study to Council						



REFERENCES

Reference No. 1

Customer Name	City of Farmersville
Contact Individual	Steve Huntley, Director of Finance & Administration
Email Address	shuntley@cityoffarmersville-ca.gov
Telephone & FAX number	(559) 747-0458
Street Address	909 W Visalia Road
City, State, Zip Code	Farmersville, CA 93223
Description of services provided including contract amount, when provided and project outcome	RCS was selected to perform a comprehensive CAP, User Fee and Impact Fee study for this city of 4,020 people. Farmersville operates its own police department and volunteer fire department. The project Kick-Off was September 2020. RCS is at the draft report phase.

Reference No. 2

Customer Name	City of Selma
Contact Individual	Isaac Moreno, Assistant City Manager
Email Address	isaacm@cityofselma.com
Telephone & FAX number	(559) 891-2200
Street Address	1710 Tucker Street
City, State, Zip Code	Selma, CA 93662
Description of services provided including contract amount, when provided and project outcome	RCS generated the City's first DIF Report in 1990, with DIF Updates in 2005, 2008 and 2014, at an average cost of \$36,000. In 2020, RCS began updating the City's Cost Allocation Plan and User Fees with a project cost of \$32,000.

Reference No. 3

Customer Name	City of Morro Bay
Contact Individual	Jennifer Callaway, (former) Finance Director
Email Address	jcallaway@townoftruckee.com
Telephone & FAX number	(530) 582-2901 (Truckee)
Street Address	595 Harbor Street
City, State, Zip Code	Morro Bay, CA 93442
Description of services provided including contract amount, when provided and project outcome	In 2019, RCS was selected to perform a CAP, User Fee and Impact Fee study for the city, population 10,578. Project cost was \$77,055, with the User Fee study finding \$1 million in possible annual revenues and the Nexus Study identifying \$94 million in DIFs.



COST PROPOSAL

Revenue & Cost Specialists proposes the following project costs, with a **NOT TO EXCEED AMOUNT OF \$50,820**. The two optional meetings will not be charged if they are conducted remotely. RCS also requests a **\$3,000 travel budget** to reimburse for any actual transportation lodging and meal expenses.

Task	Milestones/Deliverables	Hours	Total Cost
Cost Allocation Plan			
Kick-Off Meeting	Informational Meeting	4	660
Build Budget and Positions	Schedule of Positions and Budget	12	1,980
Review Central Services/Times	List of Central Services	8	1,320
Develop Allocation Factors	Index of Allocation Factors	8	1,320
Initial Calculation Review	Draft Cost Allocation Plan	8	1,320
Prepare Final Cost Allocation Plan	Final Cost Allocation Plan	8	1,320
	Total Cost Allocation Plan	48	\$7,920
User Fee Study			
Develop Service List	Preliminary Service List	8	1,320
Develop Staff Time Allocations	Time Detail Reports	36	5,940
Develop Fully Alloc. Hourly Rates	Fully Alloc. Hourly Rate Reports	12	1,980
Prepare Draft Report	Draft Fee Study Report	24	3,960
Prepare Final Report	Final Report	16	2,640
Public Meetings	Presentations	8	1,320
	Total User Fee Study	104	\$17,160
Development Impact Fee Study			
Preliminary Research		12	1,980
Identify Land-Use Build Out	Land Use Database	8	1,320
Identify Current/Future Needs	Schedule of Capital Costs	36	5,940
Mathematical Nexus Calculation	Spreadsheets of Calculations	32	5,280
Textual Nexus	Draft & Final DIF Reports	52	8,580
Public Meetings	Presentation(s)	8	1,320
	Total Impact Fee Study	148	\$24,420
Optional Public Meetings	4 Hour Each Meeting	8	\$1,320
	TOTAL PROJECT COST	308	\$50,820



The above costs are based on a charge of \$165 per hour. The billing rate for any additional work not covered by this proposal would be \$195 per hour. Our proposal covers all costs except for the following additional costs that the City may incur:

- Insurance coverage beyond our basic general liability and workers compensation requiring an additional premium. RCS standard coverage includes workers compensation pursuant to state law, comprehensive liability Insurance with a combined single limit coverage of \$2,000,000 and professional liability insurance with a combined coverage of \$2,000,000.
- Report reproduction beyond identified number of copies of the final Reports
- Meeting attendance beyond those identified in this proposal.

RCS will submit four equal invoices for the Cost Allocation Plan and User Fee Study and four equal invoices for the Development Impact Fee Study, plus any miscellaneous costs from the previous paragraph. The first invoice will be submitted ten days after notice to proceed. Each invoice will be due within 30 days of submission. Insurance coverage documentation shall be provided to the City of Corning as required per the RFP within ten (10) calendar days of notification that RCS' proposal has been selected.

ITEM NO.: J-12
APPROVE PAYMENT TO VSS INTERNATIONAL, INC FOR THE 21-041 CA Corning 2021 MULTI STREET PROJECT IN THE AMOUNT OF \$442,781.67 AND APPROVE THE NOTICE OF COMPLETION.

July 13, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: KRISTINA MILLER, CITY MANAGER 
ROBIN KAMPMANN, PE; PUBLIC WORKS/ENGINEER CONSULTANT

SUMMARY:

VSS International, Inc. has completed the City of Corning Multi-Street Project on portions of the following City Streets:

- Toomes Avenue between Solano Street and Blackburn Avenue;
- Hoag Street between Solano Street and Tehama Street,
- Colusa Street between Houghton Avenue and Third Street,
- South Street between Second Street and Marguerite Avenue; and
- Second Street between Fig Lane and South Street.

BACKGROUND:

VSS International, Inc. was awarded this project at the May 11, 2021 City Council Meeting in the amount of \$433,594.17. A Contract Change Order (No. 1) approved by the City Council on June 8, 2021 in the amount of \$9187.50. The total cost for the project including the Change Order was \$442,781.67.

FINANCIAL:

Funding for this project is from the 2020/21 Street Project Budget line item funds which are intended specifically for street maintenance and cannot be used within the General Fund. These funds are:

2020 Street Project / Street Projects	
002-9296-3001	\$100,000
106-9296-3001	\$125,000
109-9296-3001	\$50,000
110-9296-3001	\$50,000
111-9296-3001	\$25,000
114-9296-3001	\$67,781.67
115-9296-3001	\$50,000
Total:	\$442,781.67

RECOMMENDATION:

THAT MAYOR AND COUNCIL APPROVE THE FOLLOWING :

- Approve Pay Estimate No. 1 in the amount of \$420,642.59 to VSS International, Inc. for the City of Corning Multi-Street Paving Project from funding listed above;
- Approve the City of Corning Multi-Street Paving Project Notice of Completion and authorize the City Clerk to record the document with the County Clerk and Recorder; and
- Authorize payment of retention funds held in the amount of \$22,139.08 from funding listed above 35 days following recording of the Notice of Completion.



APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 20020523

To Owner: CITY OF CORNING
794 THIRD STREET
CORNING, CA 96021

Project: 21-041, CA CORNING 2021 MULTI-STREET IMPROVEMENT PROJECT

Application No. 1

From: VSS INTERNATIONAL, INC.
3785 Channel Drive
West Sacramento, CA 95691

Date: 06/04/2021

Contract For:

Contract Date:

Project Nos: CA CORNING 2021 MULTI-STREET IMPROVEMENT PR

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet is attached.

- 1. Original Contract Sum \$433,594.17
- 2. Net Change By Change Order \$9,187.50
- 3. Contract Sum To Date \$442,781.67
- 4. Total Completed To Date \$442,781.67

CONTRACTOR: VSS INTERNATIONAL, INC.

By: _____ Date: _____

5. Retainage:

- a. 5.00% of Completed Work \$22,139.08

State of: _____

Subscribed and sworn to before me this _____

County of: _____

day of _____

Notary Public:

My Commission expires: _____

Total Retainage \$22,139.08

6. Total Earned Less Retainage \$420,642.59

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

7. Less Previous Application & Certificates For Payments \$0.00

8. Current Payment Due \$420,642.59

9. Balance To Finish, Plus Retainage \$12,951.58

AMOUNT CERTIFIED \$420,642.59

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY
Total changes approved

in previous months by Owner	Additions	Deductions
Total Approved this Month	\$0.00	\$0.00
	\$0.00	\$0.00

ARCHITECT: _____ Date: _____

TOTALS
Net Changes By Change Order \$0.00

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No.: 1
 Application Date : 06/04/21
 Work Done Through :
 Architect's Project No.:

Invoice #: 20020523 Contract: 21-041. CA CORNING 2021 MULTI-STREET IMPROVEMENT PROJECT

A Item No.	B Description of Work	UM	C1 Scheduled Units	C2 Scheduled Value	D From Previous Application		E Work Completed This Period In Place		G Total Completed and Stored To Date	H Retainage
					Units	Value	Units	Value		
1	MOBILIZATION	LSM	1	4,784.00	0.00	0.00	1.00	4,784.00	4,784.00	
2	TRAFFIC CONTROL SYSTEM	LSM	1	10,656.50	0.00	0.00	1.00	10,656.50	10,656.50	
3	WATER POLLUTION CONTROL	LSM	1	2,180.00	0.00	0.00	1.00	2,180.00	2,180.00	
4	CLEARING, GRUBBING AND DEMOLITION	LSM	1	9,125.00	0.00	0.00	1.00	9,125.00	9,125.00	
5	CHIP SEAL W/ DOUBLE LAYER FIBERIZED MICROSURFACING	SY	6,184	119,969.60	0.00	0.00	6,184.00	119,969.60	119,969.60	
6	DOUBLE LAYER FIBERIZED MICROSURFACING	SY	49,021	248,046.26	0.00	0.00	49,021.00	248,046.26	248,046.26	
7	ASHPHALT CONCRETE (2" THICK)	TON	23	12,920.25	0.00	0.00	39.36	22,107.75	22,107.75	
8	CONCRETE VALLEY GUTTER	LF	48	6,933.60	0.00	0.00	48.00	6,933.60	6,933.60	
9	THERMOPLASTIC TRAFFIC LINES CALTRANS STD A20A DETAIL 1	LF	10,888	4,028.56	0.00	0.00	10,888.00	4,028.56	4,028.56	
10	THERMOPLASTIC PAVEMENT MARKING ('STOP' & SOLID BAR)	SF	438	3,749.28	0.00	0.00	438.00	3,749.28	3,749.28	
11	THERMOPLASTIC PAVEMENT MARKING (CROSSWALKS)	SF	1,142	5,504.44	0.00	0.00	1,142.00	5,504.44	5,504.44	
12	THERMOPLASTIC PAVEMENT MARKING (RAILROAD CROSSING SYMBOL)	SF	268	2,294.08	0.00	0.00	268.00	2,294.08	2,294.08	
13	THERMOPLASTIC PAVEMENT MARKING CALTRANS STD TYPE IV ARROWS	SF	60	1,155.60	0.00	0.00	60.00	1,155.60	1,155.60	
14	4" WHITE THERMOPLASTIC PARKING STRIPING	LSM	1	2,247.00	0.00	0.00	1.00	2,247.00	2,247.00	
Grand Totals			68,077	433,594.17	0.00	0.00	680,933.36	442,781.67	442,781.67	22,139.08

FOR PROPER CREDIT REMIT TO: ADDRESS ON THE INVOICE. TERMS: ALL ACCOUNTS DUE UPON RECEIPT. OVERDUE ACCOUNTS ARE SUBJECT TO 1.5%/MONTH, 16%/ANNUUM. ATTORNEY'S FEE INCURRED IN COLLECTING PAST DUE ACCOUNTS WITH OR WITHOUT LEGAL ACTION TOGETHER WITH ALL COURT COSTS INVOLVED

WHEN RECORDED MAIL TO:

City of Corning
794 Third Street
Corning, CA 96021

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner or agent of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name and address of the undersigned owner is: **City of Corning, 794 Third Street, Corning, CA 96021.**
3. There was completion of the **21-041 CA Corning 2021 Multi-Street Improvement Project**, a project consisting of placing a combination of chip seal and fiberized micro-surfacing on Toomes Avenue between Solano Street and Blackburn Avenue, Hoag Street between Solano Street and Tehama Street, Colusa Street between Houghton Avenue and Third Street, South Street between 2nd Street and Marguerite Avenue and 2nd Street between Fig Lane and South Street.
4. The work has been completed and is suitable to be put into use as of July 13, 2021 and has therefore been accepted for ownership and operation by: **The City Council of the City of Corning at a Regular Council Meeting, on July 13, 2021.**
5. The name of the General Contractor is: **VSS International, Inc., 3785 Channel Drive, West Sacramento, CA 95691 under a contract dated: May 25, 2021.**
6. The property herein referred to is situated in the City of Corning, Tehama County, and State of California and more particularly described as follows: **21-041 CA Corning 2021 Multi-Street Improvement Project.**

July 13, 2021
Date

Signature of Agent of Owner: _____
Robin Kampmann, PE; Public Works/Engineer Consultant

Verification for Non-Individual owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the Public Works/Engineer Consultant of the aforesaid interest or estate in the property described.

In the above notice; that I have read the said notice, that I know and understand the contents thereof and that the facts stated therein are true and correct.

July 13, 2021
Date

**Robin Kampmann, PE; Public Works/Engineer Consultant
City of Corning, Corning, CA**

ITEM NO: J-13

ADOPT RESOLUTION 07-13-2021-01 AND
AUTHORIZE STAFF TO APPLY FOR THE
RURAL RECREATION AND TOURISM
GRANT (RRT) AND APPROVE A FREE
SWIM DAY AT THE CITY POOL FOR
OUTREACH.

July 13, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CHRISTINA MEEDS, RECREATION COORDINATOR *CM*
KRISTINA MILLER, CITY MANAGER *km*

SUMMARY:

City Staff is seeking Council's authorization to apply for the Rural Recreation & Tourism Program Park (RRT) Grant. This is a competitive grant awarded through the California Department of Parks and Recreation. The maximum award amount is \$3,000,000 with no required grant match; the Grant by itself may fund an entire Project. Competitive projects will improve the health of residents and attract out of town visitors. This grant will be most competitive by creating a new recreation feature in an existing park that will support economic, tourism and health related goals. These can include a recreation facility, splash pad, pump track, etc. The grant application is due November 5, 2021.

BACKGROUND:

The RRT Grant is a competitive grant made available by the California Department of Parks and Recreation Office of Grants and Local Services. The total funding available is \$23,125,000. Cities can submit as many applications as they want however, they must not exceed \$3,000,000 per application.

To be eligible for the grant you must be in a County with a population below 500,000 people, and in a City with a population below 80,000 people. Eligible projects must involve either development or a combination of acquisition and development to create a new recreation feature. Renovation may be included but applications will be more competitive if a majority of the total project cost creates a new recreation feature. There is no match required on this grant as long as the median household income is under \$56,000 according to the community fact finder. Grant applications are evaluated based on median household income, visitor attraction, resident's health, physical activity, and community engagement. **The grant will be awarded on a competitive basis based on the following criteria:**

1. **10 points** - Median household income \$42,737 or below. Northside Park would not qualify.
2. **5 points** - Population is below 5,000 within ½ mile of Park being improved. The City of Corning would score 5 points according to the Community Factfinder for this criterion for any park.
3. **15 points** - Where the cost of a new recreation feature is greater than renovation and major support amenities (restrooms, lighting, parking lot).
4. **15 points** – At least two engagement methods to ask for public design ideas were used such as in person meetings, virtual meetings or surveys, the combined engagement methods include a broad representation of participants, and sufficiently describe in the application how participants were encouraged to provide input that were incorporated into the design.
5. **6 points** - Employment and volunteer opportunities, whereby at least twenty residents will receive employment or volunteer opportunities and follow the Corps Consultation Review process.

6. **3 points** - At least 3 Partnerships including a health organization provide volunteer hours, materials, or funding for design, pre-construction, land acquisition, or construction.
7. **7 points** - Environmental Design.
8. **10 points** - Public Use Fees and Hours of Operation 7 days a week for at least 8 hours per day and no entrance fees for use of project.
9. **14 points** - Community Challenges and Readiness.

Community participation and outreach play a very important role with this grant. Staff is requesting the City Council approve a free swim day at the City Pool as an opportunity for Staff to reach as many children in our community as possible. Staff has calculated a 5-hour time span with 5 lifeguards on duty. The cost to provide 5 lifeguards for 5 hours is \$400, if that increased to 6 lifeguards the cost would be \$475.

FINANCIAL:

It is estimated the cost for the City Engineer to review the cost estimate will be \$1,000 or less.

There is no grant match requirement if funded. There will be long-term operation and maintenance costs the City will assume if this project is funded. The State requires grantees to ensure operation and maintenance of the project site for 30-years, with the 30-year period beginning with the appropriation date.

RECOMMENDATION:

MAYOR AND COUNCIL:

1. **AUTHORIZE STAFF TO SUBMIT AN APPLICATION FOR THE RURAL RECREATION AND TOURISM GRANT;**
2. **ADOPT RESOLUTION 07-13-2021-01, A RESOLUTION AUTHORIZING THE SUBMITAL OF THE RURAL RECREATION AND TOURISM GRANT. RESOLUTION NO. 07-13-2021-01; AND**
3. **APPROVE A FREE SWIM DAY AT THE CITY POOL WITH 5 TO 6 LIFEGUARDS AS AN OUTREACH OPTION.**

RESOLUTION NO.: 07-13-2021-01
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CORNING
APPROVING THE APPLICATION FOR RURAL RECREATION AND TOURISM
PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Rural Recreation and Tourism Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Corning hereby:

APPROVES THE FILING OF AN APPLICATION FOR THE RURAL RECREATION AND TOURISM PROGRAM; AND:

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable Federal, State and Local Laws, Ordinances, Rules, Regulations and Guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Approved and adopted the 13th day of JULY 2021.

I, the undersigned, hereby certify that the foregoing Resolution Number 07-13-2021-01 was duly adopted by the City Council of the City of Corning on July 13, 2021 by the following vote:

AYES:

ABSENT:

ABSTAIN:

OPPOSED:

Robert Snow, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

ITEM NO.: J-14
REPORT TO CITY COUNCIL ON AMERICANS WITH
DISABILITIES ACT PLAYGROUND EQUIPMENT
OPTIONS AND DIRECTION TO STAFF
July 13, 2021

TO: CITY COUNCIL OF THE CITY OF CORNING
FROM: KRISTINA MILLER, CITY MANAGER 
CHRISSE MEEDS, PLANNER 1/RECREATION COORDINATOR

SUMMARY:

Attached are three options for Americans with Disabilities Act (ADA) playground equipment to be installed in place of the existing playground on the east side of Northside Park. The current playground would be removed.

BACKGROUND:

At the recommendation of the Corning City Council, Staff obtained 3 ADA playground equipment quotes. Please find enclosed the quotes for three different structures and one quote for flooring.

- Option 1 is \$77,497.19 and will offer one entry and exit ramp with a couple inclusive play panels and a trans glider;
- Option 2 is \$87,209.99 and will offer one entry and exit ramp. This structure has 3 play panels and a wall with a wheel; and
- Option 3 is \$108,425.75 and offers one entry and exit ramp, a trans glider and several inclusive play panels.

All three options come with a transfer station. These quotes do not include installation; Staff was advised installation cost is approximately 40% of the equipment cost.

The last quote attached is a flooring quote. An ADA Playground needs to be equipped with a flooring that is easily accessible for wheelchairs and or walkers. The flooring quote is for a poured in place rubber at a cost of \$84,090. Staff has asked about decreasing the flooring amount to surround just the immediate play structure along with entry and exists to the Park; Staff was told cost would depend on the structure chosen. Depending on the size of the structure the existing fencing may need to be altered.

Staff recommend delaying a decision on the purchase of ADA playground equipment until we find out whether the Proposition 68 Park Development and Community Revitalization grant application(s) is funded, as they will include ADA playground structures. We should receive notice of funding in the September 2021 timeframe. The site across from City Hall, if funded, will have an ADA splash pad and ADA music play equipment. The site across from McLane Avenue, if funded, will have an ADA splash pad, ADA music play equipment, and ADA playground equipment.

At that point, City staff can engage the ADA community to ensure the type of equipment chosen meets the desires of the ADA community.

FINANCIAL:

The total estimated cost including installation for Option 1, 2, and 3 are \$190,000, \$170,000, and \$220,000, respectively. \$100,000 is budgeted in the fiscal year 2021/2022 budget. In order to complete the installation an additional appropriation from General Fund reserves would be necessary based on the option chosen.

RECOMMENDATION:

MAYOR AND COUNCIL:

- DELAY THE DECISION ON THE PURCHASE OF ADA PLAYGROUND EQUIPMENT UNTIL THE CITY IS NOTIFIED OF PROPOSITION 68 ROUND 4 PARK DEVELOPMENT AND COMMUNITY REVIALIZATION GRANT FUNDING; OR
- CHOOSE OPTIONS 1, 2, OR 3; OR
- DIRECT STAFF TO ENGAGE ADA COMMUNITY TO GATHER THEIR INPUT PRIOR TO A DECISION BEING MADE AND REPORT BACK TO COUNCIL.

Option 1



Park Planet
a Division of Park Associates Inc
415 Elm Street
Red Bluff California 96080
(530) 244-6116

QUOTE

Quoted To:
City of Corning
City of Corning
Corning, CA 96021

Contact: Christina Meeds
Phone: 530.824.7036 / Email: cmeeds@corning.org

Quote #: Q21-1840
Date: July 08, 2021
Project: Northside Park
City: Corning
Sales Rep - Email: Kyle Knox - kyle@parkplanet.com
Terms: Net 30dys / Install

#	Description	Vendor	Item No	Qty	Rate	Amount
NORTHSIDE PARK - Option 1						
1	Custom Round 5 Steel Play System..SN: R506D573B	PlayCraft	PR-R5	1	65,697.00	65,697.00
STEEL PRICE SURCHARGE						
2	Steel Surcharge	Park Planet	Surcharge	1	12,155.00	12,155.00
PURCHASING CONTRACT						
3	CMAS Discount Vendor ID: 4-16-78-0038E-Sup 2:	CMAS	Discount- CMAS-TX	1	-7,785.00	-7,785.00
SHIPPING						
4	PlayCraft Freight w/ Liftgate & Pallet Jack **PlayCraft shipping pallet dimensions can reach upwards of 4'W x 8'H x 18'L. Offloading is the CUSTOMERS responsibility and is NOT included in shipping costs. Please discuss offloading options with an Park Planet representative PRIOR to placing an order.	PlayCraft	PCF	1	2,000.00	2,000.00
EXCLUSIONS						
5	Equipment only. Installation to be supplied by others.	Park Planet	Equip-Only	1	0.00	0.00
6	Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more is recommended.	Park Planet	Offloading	1	0.00	0.00

QUOTE GOOD FOR 30 DAYS - DUE TO THE CURRENT INDUSTRY WIDE VOLATILITY OF STEEL, AFTER 30 DAYS STEEL PRICES MAY ADJUST.

Sub Total	72,067.00
CA-Tehama-Corning (7.75%)	5,430.19
Total	\$77,497.19

ORDER / DELIVERY INFORMATION:

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED.

Authorized Signature: _____ Date: _____

**Purchasing agent who is authorized to enter into binding agreement for quoted entity.

**By signing this quote, I have read and agree to the quote Terms & Conditions listed below, on the following 2 pages.

TERMS & CONDITIONS

1. General Notes

- *Assembly and installation NOT included unless otherwise noted
- *Payment and Performance bonds are NOT included unless otherwise stated. If required, additional charges will apply. Please call for details!
- *Customer responsible for quoted quantities and model numbers, please check!
- *Price reflects quoted quantity. Please request revision if alternate quantity is desired.

2. Payment / Ordering

- *Most repeat customers are given the terms of 50% Deposit with order; Remainder within 30 Days from Delivery.
- *Others require a onepage credit application or payment with order
- *TO ORDER, please sign quote and return via email or fax to avoid any shipping delays. Fax or email copy deemed to be legal equivalent of original. If Payment with Order is required, please sign quote below and return with payment. All past due accounts subject to 1 1/2% monthly finance charge. In the event legal action is required to effect collection venue shall be Red Bluff, CA.

3. Shipping / Unloading

- *Shipped by Common Carrier – Customer will need 2 to 4 people to unload. Liftgate NOT included. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload
- **IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery Please note any shortages or damages on delivery copy.
- *Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments.

4. Engineered Wood Fiber

- *Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
- *Compaction of the Engineered Wood Fiber is NOT included in the installation cost, if desired, please request an updated proposal.

5. General Notes for Purchased Installation

- *Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal
- *Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal
- *ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.
- *ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.
- *UTILITY CLAUSE: Unless stated in writing in the quote proposal, installation does not include marking of utilities by Dig Alert or other similar entities. Customer can, however, call Dig Alert directly. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc. Customers responsibility to provide locations of any utilities prior to commencement of work.
- *Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2ton bobcat needed to complete project.
- *Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders unless otherwise noted
- *Before we proceed with the playground installation, the playground area MUST be compacted, be free of debris, and excavated accordingly. Please call for details.
- *Concrete pad for surface mount flams NOT included and MUST be provided by customer unless otherwise stated.
- *Surface mount anchoring to asphalt and paver areas is NOT included unless otherwise stated.
- *Private Utility Locator is NOT included unless otherwise noted. Private Utility Locator CANNOT locate any PVC or plastic water lines
- *Installation does NOT include saw cutting and/or core drilling unless otherwise noted
- *Installation does NOT include jackhammering. Please call for details.
- *Area MUST have normal soil conditions and be level.
- *All Athletic Equipment Goals such as soccer, football, etc, install location MUST be marked out by customer prior to installation, if installation was purchased.

6. Temporary Fencing

- *Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.

7. ADA Access

- *Play Equipment MUST be installed over an impactabsorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.
- *This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.

8. PouredinPlace Rubber Surfacing

- *Rubber Surfacing cure time is normally 4872 hours and can vary depending on weather conditions.
- *Rubber Surfacing cannot be installed during extreme weather conditions and may also not be installed if rain or frost is forecast during the cure time.
- *48Hour Manned Security is NOT included for rubber.

9. Shade Shelters (non DSA)

- *Shade Shelter installation price EXCLUDES – unless otherwise stated in this quote engineering, drawings, calculations, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City/County.
- *Shade Shelter manufacture time is 8 weeks. Permitting can add 24 weeks or more to lead time. PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!
- *Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.

TERMS & CONDITIONS (Continued)

10. Shade Shelters (DSA)

*8-10 Week lead time is AFTER DSA approval by your architect of choice

* Customer to receive shade shelter. If receiving by us is needed, please call for pricing and details!

* Job to be completed in one mobilization. Additional moves will be additional pricing if we are required to remobilize due to schedule issues, stop work or a delay in work not caused by us.

*Pricing does NOT include, architectural drawings, site/plot plans, DSA submittal fees, job site Inspector fees, shop welding inspection fees, and/or permits

*DSA Inplant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.

*School District / Architect responsible for submission of plans to DSA for DSA approval

*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

*Pricing does NOT include footings, steel cages, anchor bolts, or erecting of shade shelter unless otherwise noted.

11. Prevailing Wages

*Prevailing Wages NOT included unless otherwise noted. (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing.

*If Prevailing Wages / Davis Bacon Wages were INCLUDED, all other special work fees NOT included Additional Labor Charges may apply if alternate labor is required.

*If DIR Project Registration is required, work may not begin until we receive DIR Project ID number.

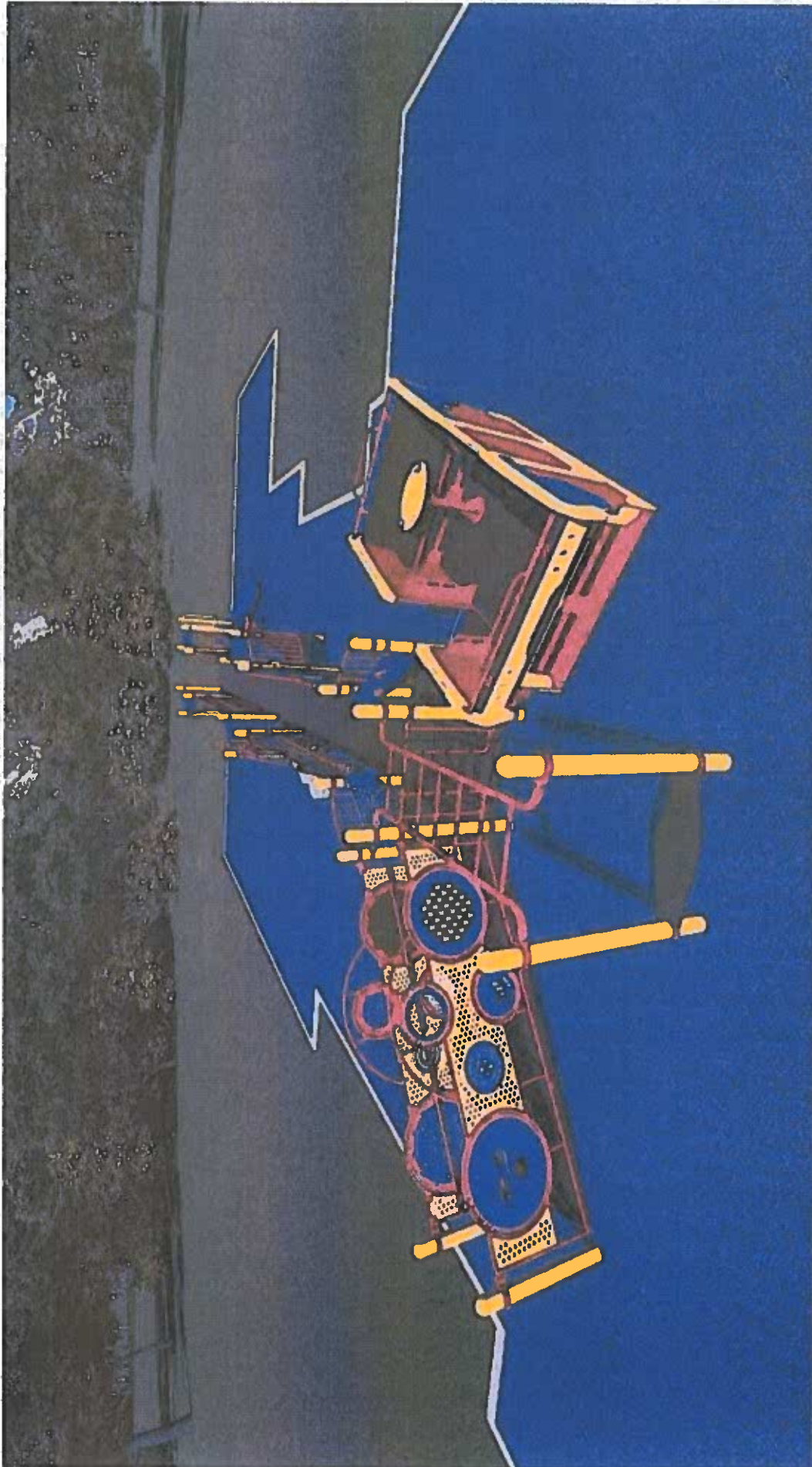
*Park Planet does not meet the Skilled & Trained Workforce Requirements and will not participate in same. Park Planet will not sign any PLA's for Union Work and is not signatory to any unions.

12. Indemnity Provision

*Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

13. Park Planet General Insurance

Call for Proof of Insurance & W-9



A PLAYCORE COMPANY

* Colors and textures may vary from actual product

System Type
R5

For Kids Ages
2-5

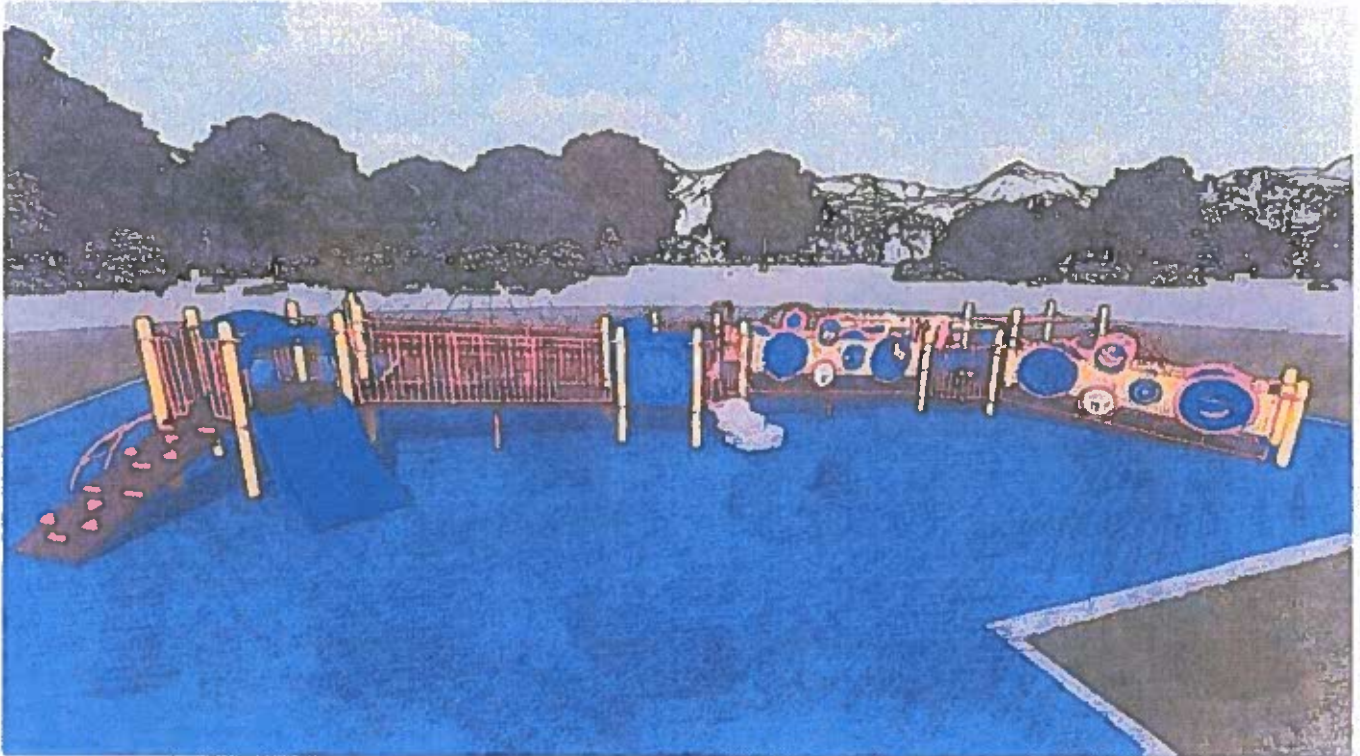
Northside Park - Option 1
City of Corning, California
Project #PPT2176B45B

Park Planet



Park Planet

A Division of Park Associates Inc.



Parks and Play Spaces Since 2000

Proposal For: Northside Park - Option 1
1414 Colusa St
Corning CA 96021

Park Planet Rep: Kyle Knox
M: 541-315-0001
Kyle@parkplanet.com



415 Elm St.
Red Bluff CA 96080

www.parkplanet.com

O: 530.244.6116
F: 530.246.0518



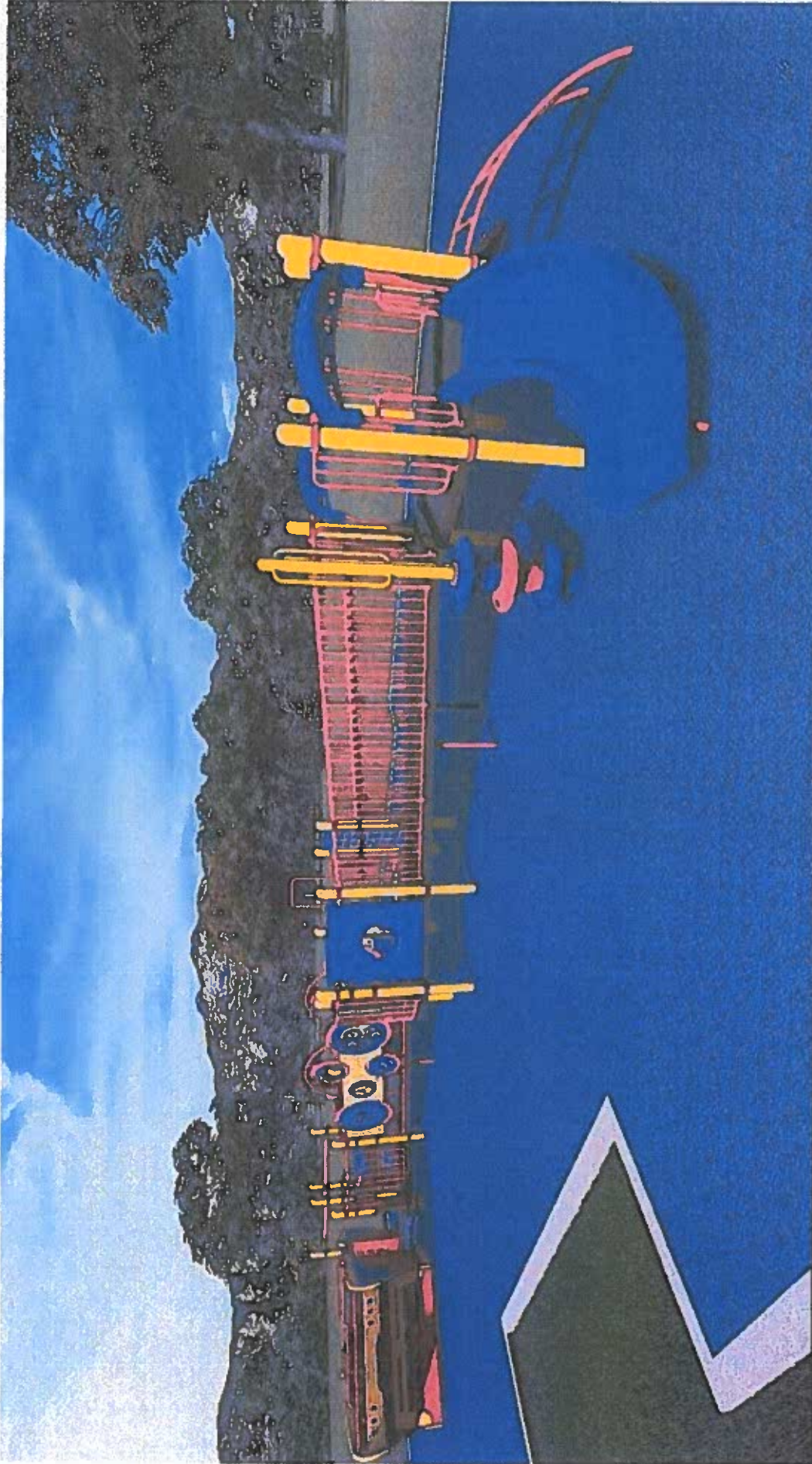
A PLAYSCOPE Company

*Colors and textures may vary from actual product

System Type R5
Northside Park - Option 1
City of Corning, California
Project #PPT2176B45B

For Kids Ages 2-5





a PLAYCORE brand
*Colors and textures may vary from actual product

Northside Park - Option 1
City of Corning, California
Project #PPT2176B45B

System Type **R5**

For Kids Ages **2-5**



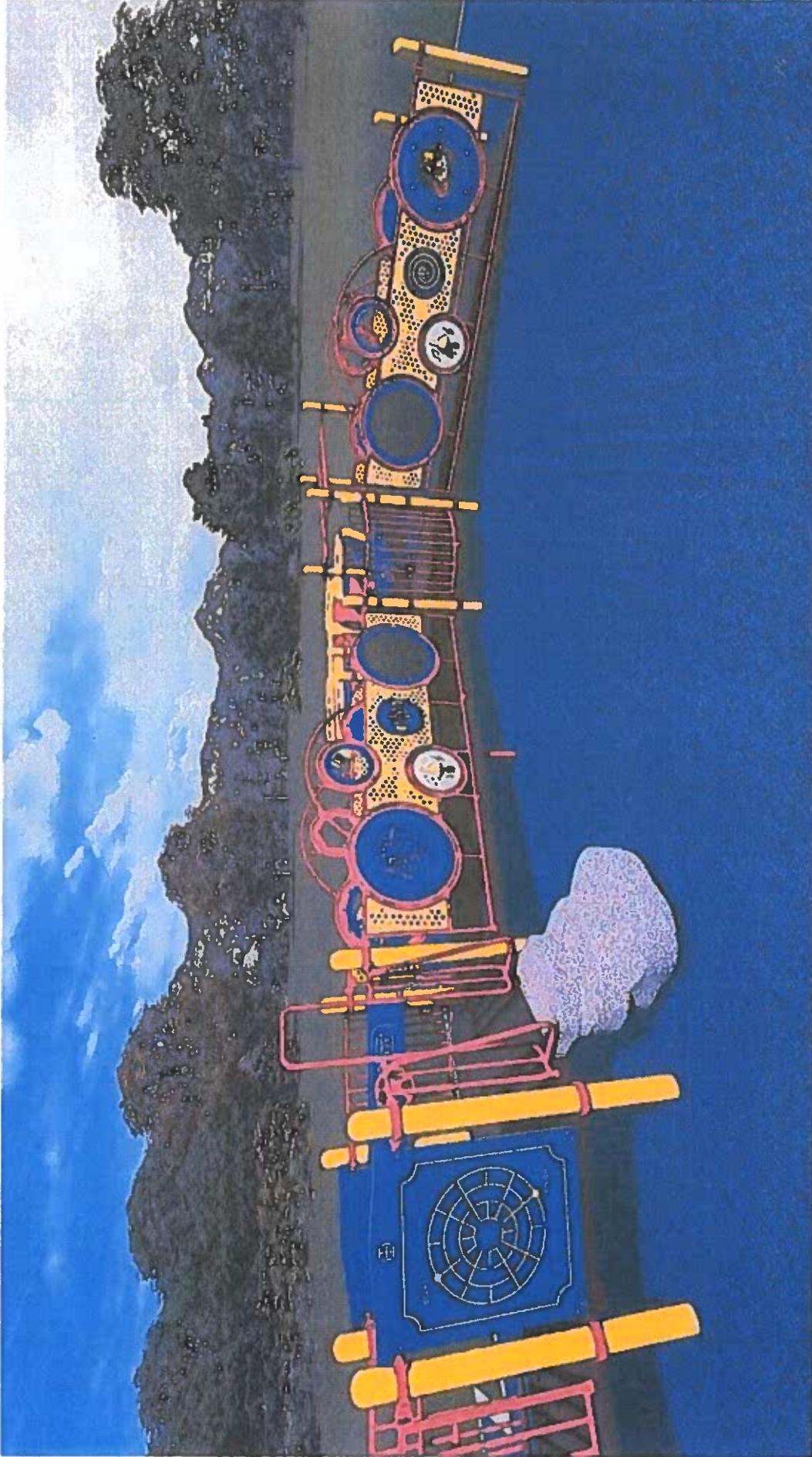


a PLAYCRAFT company
*Colors and textures may vary from actual product

Northside Park - Option 1
City of Corning, California
Project #PPT2176B45B

System Type **R5**
For Kids Ages **2-5**

Park Planet



Park Planet

System Type **R5**

For Kids Ages **2-5**

Northside Park - Option 1
City of Corning, California
Project #PPT2176845B



A PLAYCORE Company

*Colors and textures may vary from actual product

Option 2



Park Planet
 a Division of Park Associates Inc
 415 Elm Street
 Red Bluff California 96080
 (530) 244-6116

QUOTE

Quoted To:
City of Corning
 City of Corning
 Corning, CA 96021

Quote #: Q21-1839
Date: July 08, 2021
Project: Northside Park
City: Corning
Sales Rep - Email: Kyle Knox - kyle@parkplanet.com
Terms: Net 30dys / Install

Contact: Christina Meeds
 Phone: 530.824.7036 / Email: cmeeds@corning.org

#	Description	Vendor	Item No	Qty	Rate	Amount
NORTHSIDE PARK - Option 2						
1	Custom Round 5 Steel Play System. SN: R50EC6E2A	PlayCraft	PR-R5	1	74,151.00	74,151.00
STEEL PRICE SURCHARGE						
2	Steel Surcharge	Park Planet	Surcharge	1	13,717.00	13,717.00
PURCHASING CONTRACT						
3	CMAS Discount Vendor ID: 4-16-78-0038E-Sup 2:	CMAS	Discount-CMAS-TX	1	-8,786.80	-8,786.80
SHIPPING						
4	PlayCraft Freight w/ Liftgate & Pallet Jack **PlayCraft shipping pallet dimensions can reach upwards of 4'W x 8'H x 18'L. Offloading is the CUSTOMERS responsibility and is NOT included in shipping costs. Please discuss offloading options with an Park Planet representative PRIOR to placing an order.	PlayCraft	PCF	1	2,000.00	2,000.00
EXCLUSIONS						
5	Equipment only. Installation to be supplied by others.	Park Planet	Equip-Only	1	0.00	0.00
6	Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more is recommended.	Park Planet	Offloading	1	0.00	0.00

QUOTE GOOD FOR 30 DAYS - DUE TO THE CURRENT INDUSTRY WIDE VOLATILITY OF STEEL, AFTER 30 DAYS STEEL PRICES MAY ADJUST.

Sub Total	81,081.20
CA-Tehama-Corning (7.75%)	6,128.79
Total	\$87,209.99

ORDER / DELIVERY INFORMATION:

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED.

Authorized Signature: _____ Date: _____

**Purchasing agent who is authorized to enter into binding agreement for quoted entity.

**By signing this quote, I have read and agree to the quote Terms & Conditions listed below, on the following 2 pages.

TERMS & CONDITIONS

1. General Notes

- *Assembly and Installation NOT included unless otherwise noted
- *Payment and Performance bonds are NOT included unless otherwise stated. If required, additional charges will apply. Please call for details!
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- *Price reflects quoted quantity. Please request revision if alternate quantity is desired.

2. Payment / Ordering

- *Most repeat customers are given the terms of 50% Deposit with order; Remainder within 30 Days from Delivery.
- *Others require a onepage credit application or payment with order
- *TO ORDER, please sign quote and return via email or fax to avoid any shipping delays. Fax or email copy deemed to be legal equivalent of original. If Payment with Order is required, please sign quote below and return with payment. All past due accounts subject to 1 1/2% monthly finance charge. In the event legal action is required to effect collection venue shall be Red Bluff, CA.

3. Shipping / Unloading

- *Shipped by Common Carrier – Customer will need 2 to 4 people to unload. Liftgate NOT included. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload
- **IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery Please note any shortages or damages on delivery copy.
- *Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments.

4. Engineered Wood Fiber

- *Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
- *Compaction of the Engineered Wood Fiber is NOT included in the installation cost, if desired, please request an updated proposal.

5. General Notes for Purchased Installation

- *Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal
- *Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal
- *ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.
- *ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.
- *UTILITY CLAUSE: Unless stated in writing in the quote proposal, installation does not include marking of utilities by Dig Alert or other similar entities. Customer can, however, call Dig Alert directly. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc. Customers responsibility to provide locations of any utilities prior to commencement of work.
- *Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2ton bobcat needed to complete project.
- *Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders unless otherwise noted
- *Before we proceed with the playground installation, the playground area MUST be compacted, be free of debris, and excavated accordingly. Please call for details.
- *Concrete pad for surface mount items NOT included and MUST be provided by customer unless otherwise stated.
- *Surface mount anchoring to asphalt and paver areas is NOT included unless otherwise stated.
- *Private Utility Locator is NOT included unless otherwise noted. Private Utility Locator CANNOT locate any PVC or plastic water lines
- *Installation does NOT include saw cutting and/or core drilling unless otherwise noted
- *Installation does NOT include jackhammering. Please call for details.
- *Area MUST have normal soil conditions and be level.
- *All Athletic Equipment Goals such as soccer, football, etc, install location MUST be marked out by customer prior to installation, if installation was purchased.

6. Temporary Fencing

- *Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.

7. ADA Access

- *Play Equipment MUST be installed over an impactabsorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.
- *This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.

8. PouredInPlace Rubber Surfacing

- *Rubber Surfacing cure time is normally 4872 hours and can vary depending on weather conditions.
- *Rubber Surfacing cannot be installed during extreme weather conditions and may also not be installed if rain or frost is forecast during the cure time.
- *48Hour Manned Security is NOT included for rubber.

9. Shade Shelters (non DSA)

- *Shade Shelter installation price EXCLUDES – unless otherwise stated in this quote engineering, drawings, calculations, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City/County.
- *Shade Shelter manufacture time is 8 weeks. Permitting can add 24 weeks or more to lead time. PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!
- *Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.

TERMS & CONDITIONS (Continued)

10. Shade Shelters (DSA)

**8-10 Week lead time is AFTER DSA approval by your architect of choice

* Customer to receive shade shelter. If receiving by us is needed, please call for pricing and details!

* Job to be completed in one mobilization. Additional moves will be additional pricing if we are required to remobilize due to schedule issues, stop work or a delay in work not caused by us.

*Pricing does NOT include, architectural drawings, site/plot plans, DSA submittal fees, job site Inspector fees, shop welding inspection fees, and/or permits

*DSA Inplant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.

*School District / Architect responsible for submission of plans to DSA for DSA approval

*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

*Pricing does NOT include footings, steel cages, anchor bolts, or erecting of shade shelter unless otherwise noted.

11. Prevailing Wages

*Prevailing Wages NOT included unless otherwise noted. (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing.

*If Prevailing Wages / Davis Bacon Wages were INCLUDED, all other special work fees NOT included. Additional Labor Charges may apply if alternate labor is required.

*If DIR Project Registration is required, work may not begin until we receive DIR Project ID number.

*Park Planet does not meet the Skilled & Trained Workforce Requirements and will not participate in same. Park Planet will not sign any PLA's for Union Work and is not signatory to any unions.

12. Indemnity Provision

*Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

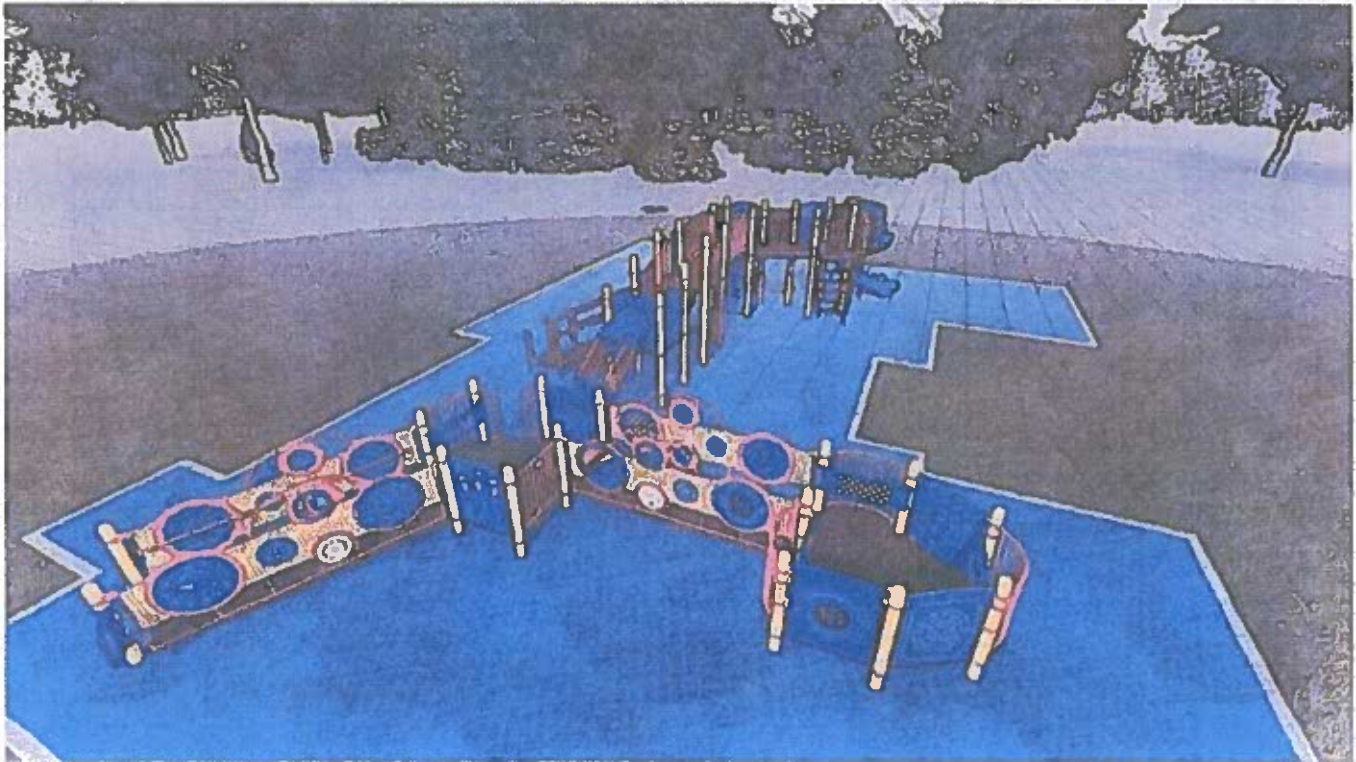
13. Park Planet General Insurance

Call for Proof of Insurance & W-9



Park Planet

A Division of Park Associates Inc.



Parks and Play Spaces Since 2000

Proposal For: Northside Park - Option 2
1414 Colusa St
Corning CA 96021

Park Planet Rep: Kyle Knox
M: 541-315-0001
Kyle@parkplanet.com



4100 N. St.
and 31st St. CA 95009

www.parkplanet.com

O: 530.244.6116
F: 530.246.0518

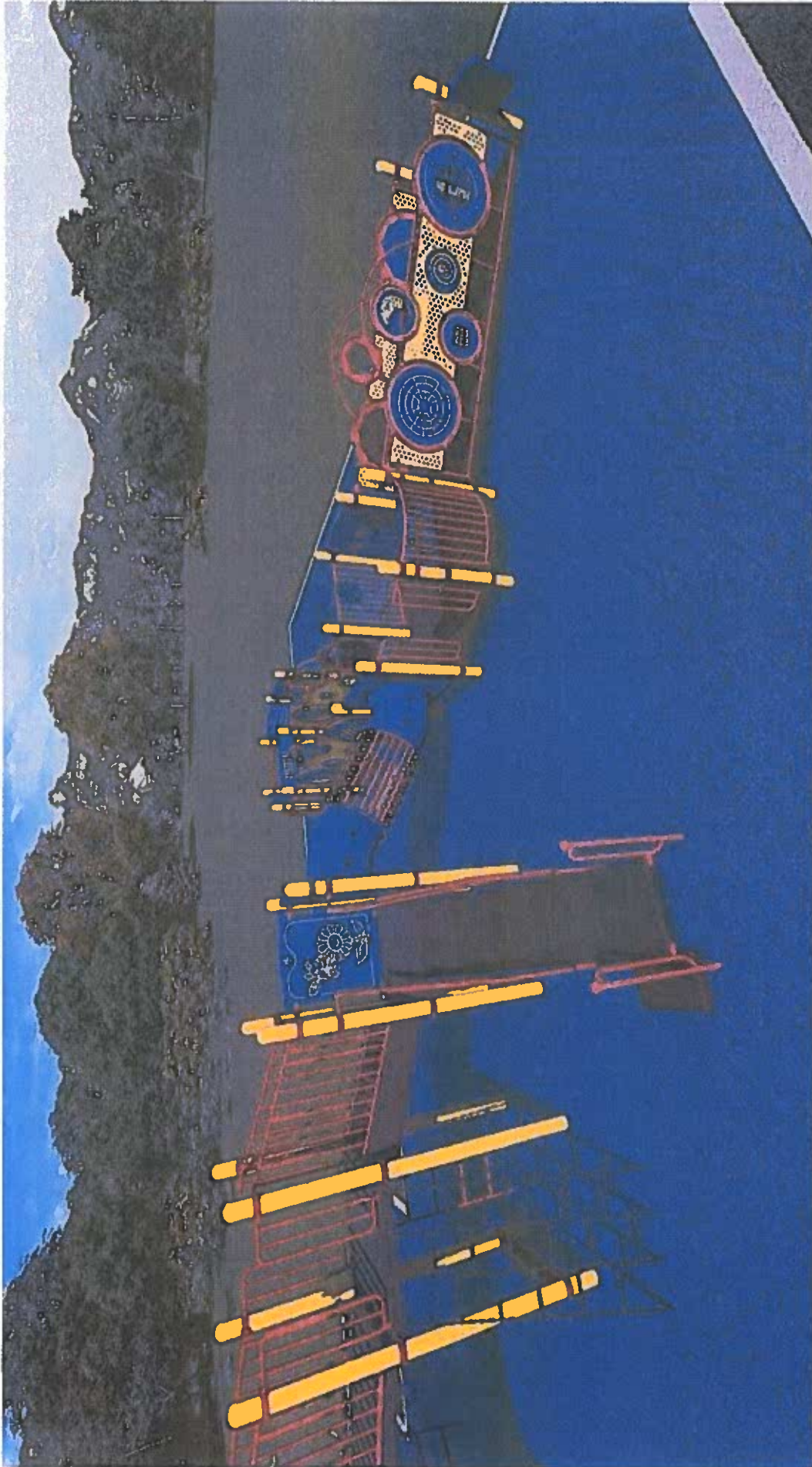


*Colors and textures may vary from actual product

Northside Park - Option 2
City of Corning, California
Project #PPT2176B45A-2

System Type R5
For Kids Ages 5-12

Park Planet



PLAYCRAFT SYSTEMS
A PLAYCORE SYSTEM

Northside Park - Option 2
City of Corning, California
Project #PPT2176B45A-2

System Type R5
For Kids Ages 5-12



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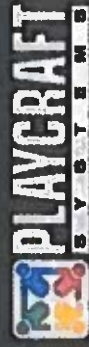
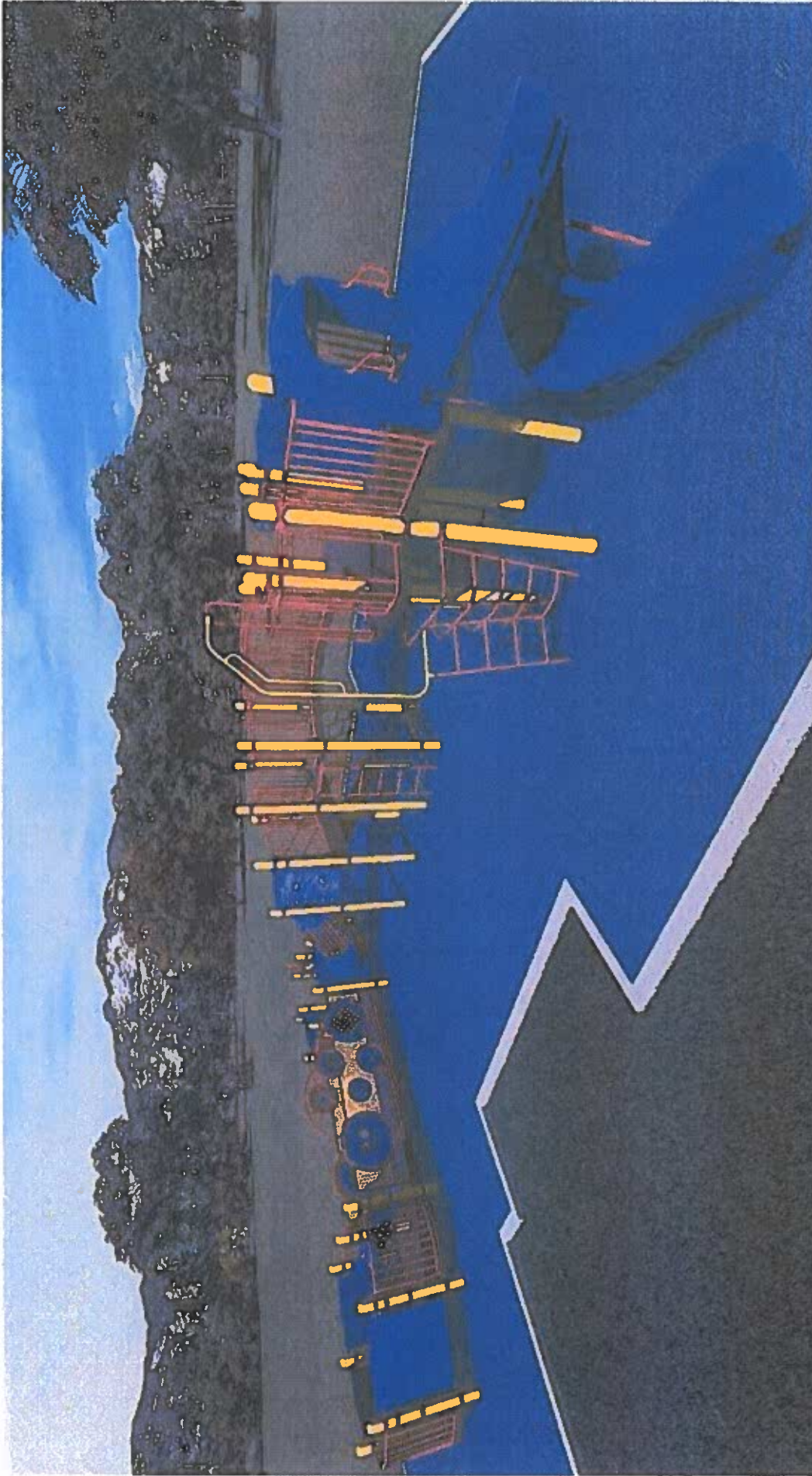


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System Type R5
Northside Park - Option 2
City of Corning, California
Project #PPT2176B45A-2

For Kids Ages 5-12





PLAYCRAFT
BY T E M B

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Northside Park - Option 2
City of Corning, California
Project #PPT2176B45A-2

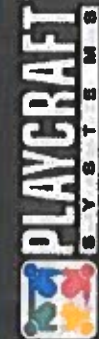
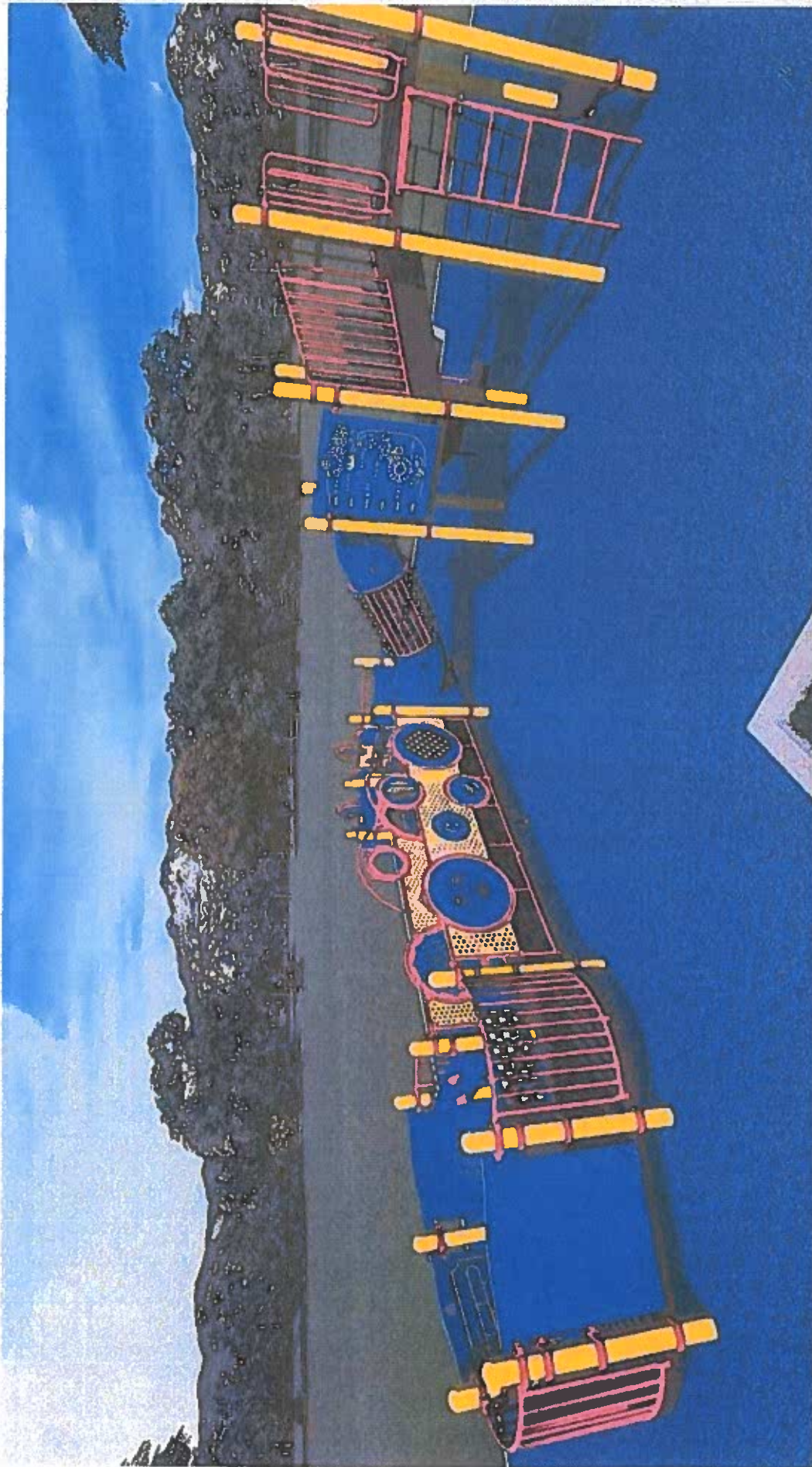
System
Type

R5

For Kids
Ages

5-12

Park Planet



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Northside Park - Option 2
City of Corning, California
Project #PPT2176B45A-2

System Type R5

For Kids Ages 5-12



Option 3



Park Planet
 a Division of Park Associates Inc
 415 Elm Street
 Red Bluff California 96080
 (530) 244-6116

QUOTE

Quoted To:
City of Corning
 City of Corning
 Corning, CA 96021

Quote #: Q21-1838
Date: July 08, 2021
Project: Northside Park
City: Corning
Sales Rep - Email: Kyle Knox - kyle@parkplanet.com
Terms: Net 30dys / Install

Contact: Christina Meeds
 Phone: 530.824.7036 / Email: cmeeds@corning.org

#	Description	Vendor	Item No	Qty	Rate	Amount
NORTHSIDE PARK - Option 3						
1	Custom Round 5 Steel Play System..SN: R50790C4A	PlayCraft	PR-R5	1	75,186.00	75,186.00
2	IP12B Friendship Spinner (Bubbles)	PlayCraft	Custom-PlayCraft	1	16,007.00	16,007.00
3	Stand-N-Spin	PlayCraft	A2-2475	1	1,419.00	1,419.00
STEEL PRICE SURCHARGE						
4	Steel Surcharge	Park Planet	Surcharge	1	17,133.00	17,133.00
PURCHASING CONTRACT						
5	CMAS Discount Vendor ID: 4-16-78-0038E-Sup 2:	CMAS	Discount-CMAS-TX	1	-10,974.00	-10,974.00
SHIPPING						
6	PlayCraft Freight w/ Liftgate & Pallet Jack **PlayCraft shipping pallet dimensions can reach upwards of 4'W x 8'H x 18"L. Offloading is the CUSTOMERS responsibility and is NOT included in shipping costs. Please discuss offloading options with an Park Planet representative PRIOR to placing an order.	PlayCraft	PCF	1	2,000.00	2,000.00
EXCLUSIONS						
7	Equipment only. Installation to be supplied by others.	Park Planet	Equip-Only	1	0.00	0.00
8	Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more is recommended.	Park Planet	Offloading	1	0.00	0.00

QUOTE GOOD FOR 30 DAYS - DUE TO THE CURRENT INDUSTRY WIDE VOLATILITY OF STEEL, AFTER 30 DAYS STEEL PRICES MAY ADJUST.

Sub Total	100,771.00
CA-Tehama-Corning (7.75%)	7,654.75
Total	\$108,425.75

ORDER / DELIVERY INFORMATION:

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED.

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TERMS & CONDITIONS (Continued)

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*Park Planet does not meet the Skilled & Trained Workforce Requirements and will not participate in same. Park Planet will not sign any PLA's for Union Work and is not signatory to any unions.

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13. Park Planet General Insurance

Call for Proof of Insurance & W-9



Park Planet

A Division of Park Associates Inc.



Parks and Play Spaces Since 2000

Proposal For: Northside Park - Option 3
1414 Colusa St
Corning CA 96021

Park Planet Rep: Kyle Knox
M: 541-315-0001
Kyle@parkplanet.com



402 Elm St.
Red Bluff CA 96080

www.parkplanet.com

O: 530.244.6116
F: 530.246.0518



Park Planet

System Type **R5**

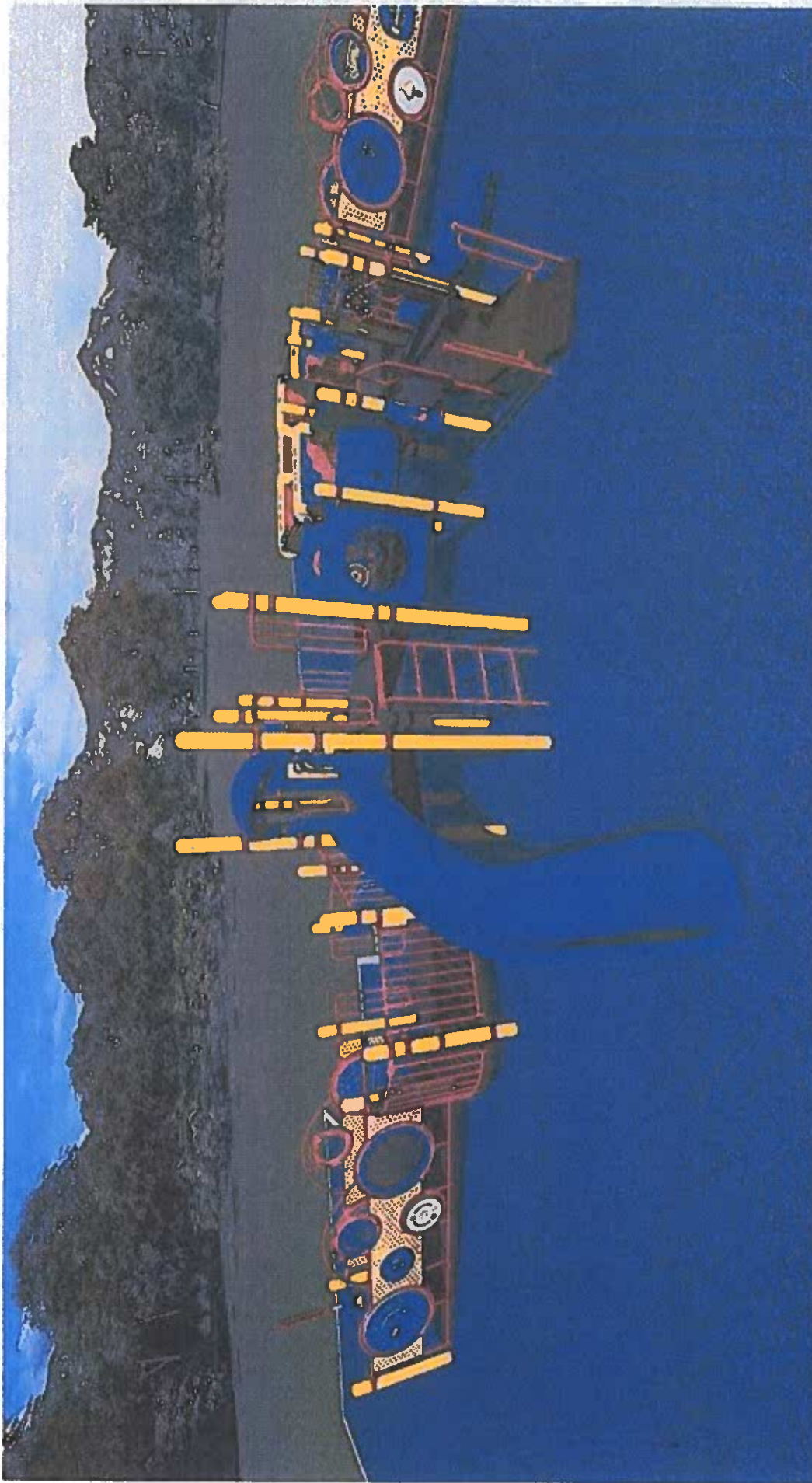
For Kids Ages **MIX**

Northside Park - Option 3
City of Corning, California
Project #PPT2176845A-3



a PLAYCORE company

*Colors and textures may vary from actual product



*Colors and textures may vary from actual product

System Type: R5
For Kids Ages: MIX

Northside Park - Option 3
City of Corning, California
Project #PPT2176B45A-3





*Colors and textures may vary from actual product

Northside Park - Option 3
City of Corning, California
Project #PPT2176B45A-3

System Type **R5**

For Kids Ages **MIX**





A PLAYCORE GROUP COMPANY

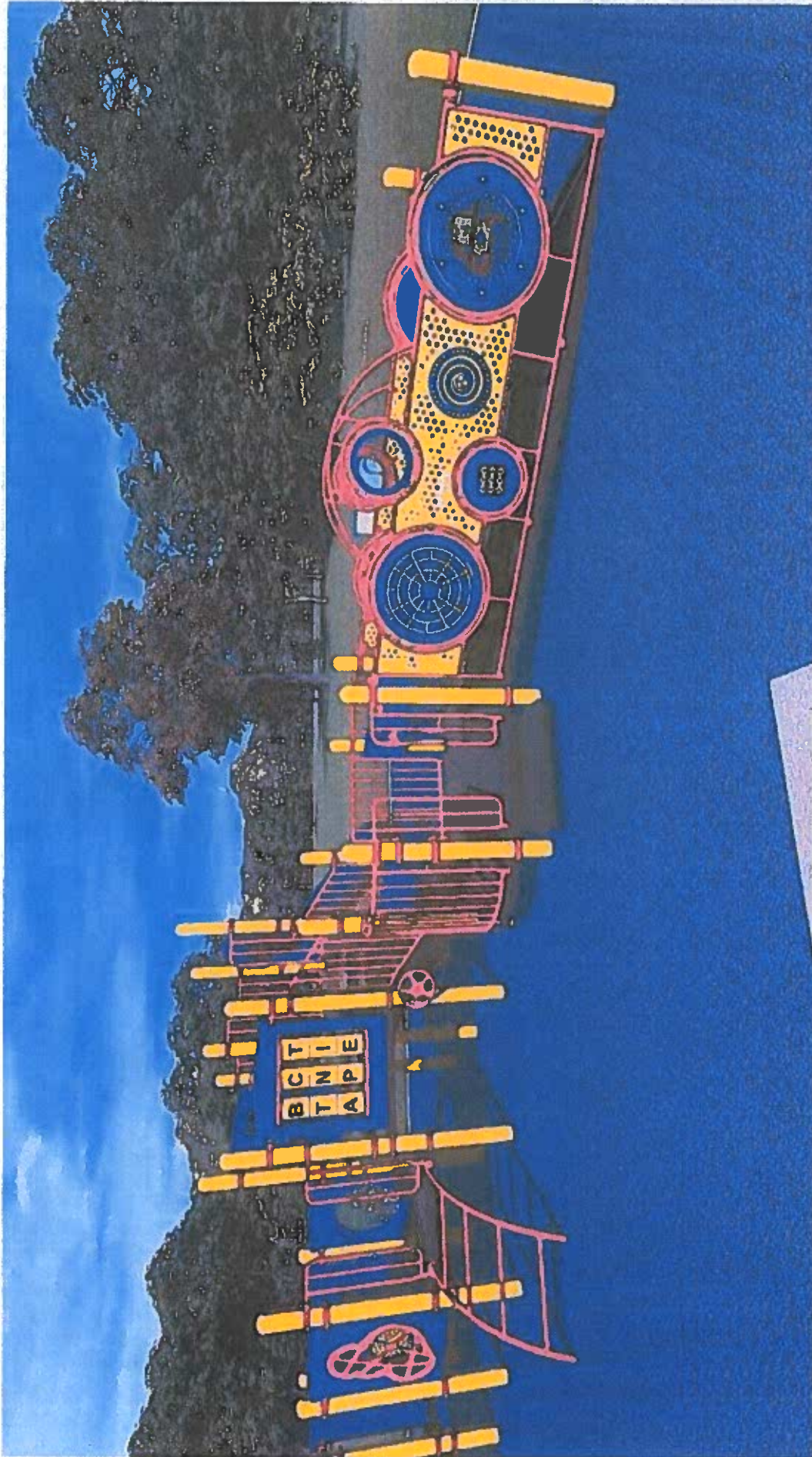
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Northside Park - Option 3
City of Corning, California
Project #PPT2176B45A-3

System Type R5

For Kids Ages MIX





*Colors and textures may vary from actual product

Northside Park - Option 3
City of Corning, California
Project #PPT2176B45A-3

System Type R5

For Kids Ages MIX





a PLAYCORE company

*Colors and textures may vary from actual product

Northside Park - Option 3
City of Corning, California
Project #PPT2176B45A-3

System Type R5
For Kids Ages MIX



Flooring



Park Planet

a Division of Park Associates Inc
415 Elm Street
Red Bluff California 96080
(530) 244-6116

QUOTE

Quoted To:
City of Corning
City of Corning
Corning, CA 96021

Contact: Christina Meeds
Phone: 530.824.7036 / Email: cmeeds@corning.org

Quote #: Q21-1705
Date: June 24, 2021
Project: Northside Park
City: Corning
Sales Rep - Email: Kyle Knox - kyle@parkplanet.com
Terms: Net 30dys / Install

#	Description	Vendor	Item No	Qty	Rate	Amount
NORTHSIDE PARK - POURED IN PLACE RUBBER						
1	<p>Installation by Park Associates Inc. CA - Lic# 959805 DIR# PW-LR-1000423561 Prevailing Wage</p> <p>Installation assumes normal digging conditions with standard bobcat & auger. Bobcat & concrete truck access required.</p> <p>- Furnish and Install approx. 3,250 sqft of 4" depth Compacted base rock for new PIP. Provide Security for Project Duration. - Install of Pour in Place IPEMA Certified and Tested Playground Safety Surfacing. approx. 3,250 sqft of 2" depth for 48" fall height, 50/50 standard color (tbd) and black color blend. Aromatic Urethane Binder.</p>	Park Associates Inc.	INST-CA	1	84,090.00	84,090.00
EXCLUSIONS						
2	<p>Exclusions: Dumpster for trash and packaging materials Offloading and storage of equipment. Moving equipment from storage site to construction site. Site preparation not specifically stated. Site is assumed flat and suitable for construction. Drainage Consideration Inspections or applicable permits and fees Removal of obstacles to reach construction site. Site security including security fencing.</p> <p>*Additional fees may apply if Bonding or Special Insurance required* **Location and Marking of utility, plumbing and irrigation lines is the responsibility of the customer. Park Planet is not responsible for repairing unmarked underground utilities and pipes. **</p> <p>By signing below, you acknowledge and agree to our Contract, Exclusions, Conditions & Payment Terms, which are to be included in, and supersede any additional contracts or sub-contract agreements made separately based on this "Estimate". Unless otherwise specified above we Exclude Responsibility for: material delivery &/or offloading equipment, storing of equipment, removal of packaging accumulated by equipment supplied by others, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts, locating underground utilities, utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples. Conditions: Grades: stable, compacted, & workable (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools & equipment. Quote assumes all labor to be completed without interruption.</p>	Park Planet	Exclusion	1	0.00	0.00
Sub Total						84,090.00

QUOTE GOOD FOR 30 DAYS - DUE TO THE CURRENT INDUSTRY WIDE
VOLATILITY OF STEEL. AFTER 30 DAYS STEEL PRICES MAY ADJUST.

Total	\$84,090.00
--------------	--------------------

ORDER / DELIVERY INFORMATION:

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Authorized Signature: _____ Date: _____

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- *ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.
- *UTILITY CLAUSE: Unless stated in writing in the quote proposal, installation does not include marking of utilities by Dig Alert or other similar entities. Customer can, however, call Dig Alert directly. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc. Customers responsibility to provide locations of any utilities prior to commencement of work.
- *Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2ton bobcat needed to complete project.
- *Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders unless otherwise noted
- *Before we proceed with the playground installation, the playground area MUST be compacted, be free of debris, and excavated accordingly. Please call for details.
- *Concrete pad for surface mount items NOT included and MUST be provided by customer unless otherwise stated.
- *Surface mount anchoring to asphalt and paver areas is NOT included unless otherwise stated.
- *Private Utility Locator is NOT included unless otherwise noted. Private Utility Locator CANNOT locate any PVC or plastic water lines
- *Installation does NOT include saw cutting and/or core drilling unless otherwise noted
- *Installation does NOT include jackhammering. Please call for details.
- *Area MUST have normal soil conditions and be level.
- *All Athletic Equipment Goals such as soccer, football, etc, install location MUST be marked out by customer prior to installation, if installation was purchased.

6. Temporary Fencing

- *Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.

7. ADA Access

- *Play Equipment MUST be installed over an impactabsorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.
- *This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.

8. Poured in Place Rubber Surfacing

- *Rubber Surfacing cure time is normally 4872 hours and can vary depending on weather conditions.
- *Rubber Surfacing cannot be installed during extreme weather conditions and may also not be installed if rain or frost is forecast during the cure time.
- *48Hour Manned Security is NOT included for rubber.

9. Shade Shelters (non DSA)

- *Shade Shelter installation price EXCLUDES – unless otherwise stated in this quote engineering, drawings, calculations, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City/County.
- *Shade Shelter manufacture time is 8 weeks. Permitting can add 24 weeks or more to lead time. PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!
- *Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.

TERMS & CONDITIONS (Continued)

10. Shade Shelters (DSA)

**8-10 Week lead time is AFTER DSA approval by your architect of choice

* Customer to receive shade shelter. If receiving by us is needed, please call for pricing and details!

* Job to be completed in one mobilization. Additional moves will be additional pricing if we are required to remobilize due to schedule issues, stop work or a delay in work not caused by us.

*Pricing does NOT include, architectural drawings, site/plot plans, DSA submittal fees, job site inspector fees, shop welding inspection fees, and/or permits

*DSA inplant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.

*School District / Architect responsible for submission of plans to DSA for DSA approval

*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

*Pricing does NOT include footings, steel cages, anchor bolts, or erecting of shade shelter unless otherwise noted.

11. Prevailing Wages

*Prevailing Wages NOT included unless otherwise noted. (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing.

*If Prevailing Wages / Davis Bacon Wages were INCLUDED, all other special work fees NOT included. Additional Labor Charges may apply if alternate labor is required.

*If DIR Project Registration is required, work may not begin until we receive DIR Project ID number.

*Park Planet does not meet the Skilled & Trained Workforce Requirements and will not participate in same. Park Planet will not sign any PLA's for Union Work and is not signatory to any unions.

12. Indemnity Provision

*Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

13. Park Planet General Insurance

Call for Proof of Insurance & W-9

ITEM NO.: F-15
UPDATES TO TEMPORARY EMERGENCY
WATER USAGE POLICY TO ALLOW
WATER USAGE FOR CRITICAL
EMERGENCY INFRASTRUCTURE
July 13, 2021

TO: MAYOR AND CITY COUNCIL MEMBERS, CORNING CALIFORNIA
FROM: KRISTINA MILLER, CITY MANAGER
ROBIN KAMPMANN, PE; PUBLIC WORKS/ENGINEER CONSULTANT

BACKGROUND:

At the June 22, 2021 City Council meeting the City Council approved the Emergency Water Usage Policy as outlined below:

1. Residents must use approved fire hydrants during normal business hours.
2. The program is for residential use only. Water shall not be made available for agriculture or livestock related issues.
3. Maximum monthly allotment of 80% of average City of Corning residential water usage.
4. Approved vendors/County residents with waiver and release forms approved by the City Attorney shall be issued a tag by the City of Corning that must be visible from the back window of the transporting vehicle.
5. Vendors will be required to list the City as Additionally Insured. All customers of vendors must sign the waiver and release form prior to receiving City water. Each month vendors must provide a log including residents name, address, phone number, and total gallons per delivery.
6. Water shall only be provided to properties within five miles radius of City Hall within the County of Tehama.
7. Approved vendors/residents must provide a before and after picture of water meter readings each time they fill up water. The photos shall be sent via email to Angel Garman, Public Works Secretary at angela@corning.org.
8. Anyone caught stealing or falsifying documents will be immediately suspended from the program.
9. The program is a privilege, not a right and can be revoked at any time for any reason. If the time comes that the program negatively affects the City or its wells, the program will be terminated, without notice.
10. The price of water is \$10.00 per every 1,000 gallons, plus a \$25 monthly administration fee. A 2.5% late fee will be assessed for every invoice not paid within 30 days.
11. The temporary policy would be in place through December 31, 2021.

Since that time, the City has been approached by a few commercial businesses that are without water or close to. Two of the three commercial businesses water needs will be addressed by the State should they require water. The only commercial business who still requires emergency use is a telephone/internet service provider with an office in Rancho Tehama. The office uses 500-1,000 gallons of water per week.

The County of Tehama is considering an Emergency Water Usage Policy at its July 13th Board of Supervisors meeting. The policy is very similar to the City of Corning's. Staff are recommending the City Council amend the June 22, 2021 Emergency Water Usage Policy to allow commercial businesses that provide critical emergency infrastructure usage of City water for a period of one month. This will allow the County of Tehama plenty of time to get their Emergency Water Usage program up and running.

RECOMMENDATION:

MAYOR AND COUNCIL

- APPROVE THE AMENDED TEMPORARY WATER USAGE POLICY TO ALLOW COMMERCIAL BUSINESSES THAT PROVIDE CRITICAL EMERGENCY INFRASTRUCTURE USE OF CITY WATER UNTIL AUGUST 13, 2021 FOLLOWING ALL OTHER POLICY REQUIREMENTS AND CONDITIONS.